



## **LALELA ESTATE RULES AND REGULATIONS**

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### **INTRODUCTION**

Lalela Estate is designed to provide a secure lifestyle without compromise for the benefit of a community of people who share a common ethos.

Rules provide a means of protecting this lifestyle through an acceptable code for harmonious living to the benefit of all, with an emphasis on functionality, aesthetics and security.

Genuine respect and consideration by all residents for each other will obviously assure agreeable accord and contented association at Lalela Estate. In the event of discord, the parties involved should attempt as far as possible to settle the matter between themselves, exercising respect, tolerance and consideration for each other.

These Rules have been made by the Board of the Association in terms of Article 24 of the Memorandum for the management, control, administration, use and enjoyment of the Estate. The Board has the power to substitute, add to, or amend or repeal any Rule at any appropriate time.

The provisions of these Rules shall be binding upon all Members equally and, insofar as they may be applicable, to all persons occupying any residence by, through or under any member whatever the nature of such occupation.

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1. **INTERPRETATION AND DEFINITIONS**

- 1.1 The clause headings in these Rules have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of these Rules, notwithstanding that it is only contained in the interpretation clause.
- 1.4 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.5 These Rules shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.6 In these Rules, unless inconsistent with or otherwise indicated by the context: –
- 1.6.1 **“the Act”** means the Companies Act 71 of 2008 as amended from time to time;
- 1.6.2 **“Act 9/2011”** means the Community Schemes Ombud Service Act No. 9 of 2011 as amended, and any regulations in force thereunder from time to time;
- 1.6.3 **“Amenities”** means the amenities situated on the Common Areas of Lalela Estate, owned by the Association and operated by it or its agents;
- 1.6.4 **“Association”** means Lalela Estate Owners Association NPC, Registration Number: 2022/570412/08, a company duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.6.5 **“Board”** means the Board of Directors of the Association for the time being;
- 1.6.6 **“Body Corporate”** means a body corporate as defined in Section 1 of the Sectional Titles Act or a Share Block Company as defined in Section 1 of the Share Blocks Control Act;
- 1.6.7 **“Common Areas”** means the common areas within the Association, which areas shall include, inter alia, the Amenities, private and public open spaces, parks, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares;
- 1.6.8 **“Design Review Committee”** means the Design Review Committee of the Association as provided for and defined in the Association’s memorandum of incorporation;
- 1.6.9 **“Design Guidelines”** means the Design Guidelines of the Association as amended from time to time;
- 1.6.10 **“Developer”** means Sherpa Trade and Invest (Pty) Ltd, Registration No. 2006/002292/07, including its successors and assigns;
- 1.6.11 **“Development”** means Lalela Estate as defined in the MOI;
- 1.6.12 **“Directors”** means the directors for the time being of the Association or their alternates, as the case may be;
- 1.6.13 **“Dwelling”** means a Unit or building on Land within Lalela Estate;

- 1.6.14 **“Environmental Management Restrictions”** means the environmental management restrictions as defined in the MOI;
- 1.6.15 **“Employee”** means any employee or contractor (including building contractors/contractors and their employees and sub- contractors) employed or appointed by the Owner or Resident;
- 1.6.16 **“Immovable Property”** means Land or a Unit at Lalela Estate;
- 1.6.17 **“Land”** means any freehold property in the Development including any subdivision capable of Individual Ownership, whether such Land is improved or not, but shall exclude a sectional title unit under the provisions of the Sectional Titles Act, where a sectional title scheme has been established on any such Land;
- 1.6.18 **“Manager”** means a person, corporation or association appointed by the Association, from time to time, to undertake the management of Lalela Estate;
- 1.6.19 **“Member”** means: -
- 1.6.19.1 an Owner; and
- 1.6.19.2 the Developer, during the Development Period, except for the purposes of Article 23 of the MOI (although, it is recorded that, the Developer shall continue to be a Member after the expiry of the Development Period, if the Developer is then an Owner).
- 1.6.20 **“MOI”** means the Memorandum of Incorporation of the Association;
- 1.6.21 **“Municipality”** means the KwaDukuza Municipality, its successors in title or assigns;
- 1.6.22 **“Landscaping Guidelines”** means the Landscaping Guidelines of the Association as amended from time to time;
- 1.6.23 **“Owner”** means any person, excluding the Developer, who is the registered owner of Land or an undivided share in Land, provided that, for the purposes of this MOI the Body Corporate of any sectional title scheme on Land shall be deemed to be the owner of such Land;
- 1.6.24 **“Residence”** means a Dwelling;
- 1.6.25 **“Resident”** means any person who is resident at Lalela Estate and includes Owners and members of their families, their guests, their authorized tenants, any visitor to Lalela Estate and any third party occupying a Residence in terms of any purported agreement of sub-lease or short-term letting agreement or arrangement entered into in contravention of these Rules;
- 1.6.26 **“Rules”** means the rules as contained in this document any additional rules as prescribed by the Association from time to time;
- 1.6.27 **“Scheme”** means the KwaDukuza Town Planning Scheme;
- 1.6.28 **“Lalela Estate”** means the Development together with any additional land which the Seller may determine be incorporated within Lalela Estate as provided for in Article 41 of the MOI and any subdivision of the aforesaid properties however excluding any property which is owned by the Municipality (or which otherwise constitutes a public road);
- 1.6.29 **“Unit”** means a sectional title unit under provisions of the Sectional Titles Act, where a sectional title scheme has been established on any Land;
- 1.6.30 any reference to the singular includes the plural and vice versa;
- 1.6.31 any reference to natural persons includes legal persons and vice versa;
- 1.6.32 any reference to gender includes the other genders;

1.6.33 words and phrases defined in the constitution bear corresponding meanings herein.

## **2. JURISTIC PERSONALITY AND APPLICATION OF RULES**

2.1 The Association is a company as defined in the Act and has been incorporated and registered in terms of the Act.

2.2 In terms of Article 24.1 of the MOI, these Rules may be substituted, added to, amended or repealed from time to time by the Board as deemed necessary for the good management, control, administration and enjoyment of Lalela Estate.

2.3 As from the date of promulgation of these Rules they shall all apply forthwith, and all Owners and Residents shall be required to abide thereby.

2.4 Any contravention of the Rules by any person who gains access to Lalela Estate under the authorisation of an Owner or Resident shall be deemed to be a contravention by that Owner.

## **3. USE AND OCCUPATION OF A DWELLING**

### **3.1 Use of a Dwelling**

The use of a Dwelling shall be governed by the Scheme or any other approved scheme applicable to Lalela Estate from time to time. A Dwelling may be used for residential purposes only.

### **3.2 Occupation**

The maximum number of persons allowed to reside at one time in a Dwelling shall not exceed the number of legitimate bedrooms in the Dwelling multiplied by two.

### **3.3 Drying of washing**

No garments, household linen or general washing of any nature may be hung out or placed anywhere to dry except in a screened drying yard. Items of washing must not be visible from the road and must be reasonably screened from the direct view of neighbours. Exceptions to this Rule will be allowed only where the physical levels of adjacent Dwellings dictate that drying yards at lower levels may be visible from higher positions. In such cases residents at lower levels should attempt as far as possible to minimise the untidy display of washing, etc.

### **3.4 Storage of gas bottles**

Gas bottles (LPG containers) must be enclosed, roofed and ventilated in accordance with the applicable building by-laws and Design Guidelines.

### **3.5 Storage of harmful substances**

No harmful substances or substances which contravene the Environmental Management Restrictions may be kept on the Estate other than in such quantities as may reasonably be required for domestic purposes.

### **3.6 Generators**

Generators are prohibited.

### **3.7 Satellite Dishes**

Satellite dishes are prohibited.

### **3.8 Installation of Solar Photovoltaic System – Solar Panels**

3.8.1 The installation of solar photovoltaic systems is permitted provided that the installation is in accordance with the industry standards and regulations. It will remain the responsibility of the

Owners to ensure that the required hardware for the installation meets the regulatory standards. Owners who wish to install solar photovoltaic systems will have to comply with the Design Guidelines and obtain written approval from the Design Review Committee which approval will not unreasonably be withheld provided that the Owner has complied with the necessary requirements set out by the Design Review Committee.

**3.9 Attachments to Dwellings**

Nothing may be placed on or attached to a Dwelling, other than in accordance with the Design Guidelines and with prior written approval from the Design Review Committee. The Association may have the object removed at the cost of the Owner responsible therefor should the Owner or Resident fail to remove same, which amount shall be deemed to be part of the levy due by the Owner.

**3.10 Gazebos/Fire Pits**

Gazebos/fire pits in gardens require written permission from the Design Review Committee prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of Lalela Estate and the Design Guidelines and further, will have no possible detrimental effects on neighbours.

**3.11 Fires/Braais**

Fires may only be lit in properly constructed fire pits/braais/fireplaces designed for that purpose.

**3.12 Fences**

Where additional fencing is required (other than that approved on original plan submissions), the style, and position must be strictly in accordance with the Design Guidelines and no fencing may be installed until written approval of the Design Review Committee has been obtained. Safety fences shall be erected where deemed necessary as determined by the Design Review Committee, the Association or Municipality;

**3.13 Sheds, dolls/playhouses/trampolines and jungle gyms**

Free standing sheds, dolls houses, trampolines, children's playhouses or jungle gyms (play centres) in gardens require written permission from the Design Review Committee prior to installation, and such items shall only be allowed provided they are in line with the style and amenity of Lalela Estate and will have no possible detrimental effects on neighbours. It is recommended liaison be made with neighbours before any of the above are applied for.

**3.14 Jacuzzis/ plunge pools**

Plans for jacuzzis/plunge pools must be approved in writing by the Design Review Committee prior to installation.

**3.15 Burglar guards/security gates**

No Owner or Resident of a Dwelling shall install any locking or safety device, safety gate or insect screen on the exterior of his Dwelling or any burglar bars either internally or externally of his Dwelling except in accordance with the Design Guidelines and with the prior written approval of the Design Review Committee. Any such device, gate, burglar bars, screens or guards shall at all times be maintained, repaired and/or renovated by the Owner to the satisfaction of the Association.

**3.16 External appearance**

3.16.1 Curtains, blinds or any other fitment on windows directly visible from the outside of a

Residence must be of appearance harmonious to Lalela Estate. Curtain linings, shutters and blinds should not present too harsh a view in relation to the colours approved for the exterior of homes and are therefore required to be either white in colour or substantially the same colour as the exterior wall in which it is viewed.

- 3.16.2 Veranda/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, bunting, umbrellas, signs, symbols, flags, flagpoles, radio aerials on poles or whatever, which in the opinion of the Board, are aesthetically unpleasing or uncomplimentary to the general amenity and ambience of Lalela Estate may not be in view on any part of Lalela Estate.
- 3.16.3 Garage doors must be kept closed at all times other than when legitimate ingress or egress is taking place.
- 3.16.4 The use of any kind of shade cloth, except during the course of approved construction and the landscaping of the planting servitude, is prohibited.

#### **4. UPKEEP AND MAINTENANCE OF DWELLINGS**

##### **4.1 Internal maintenance**

The maintenance of the interior of all Dwellings is the responsibility of the Owner and is to be carried out by such Owner at his own cost.

##### **4.2 External Maintenance**

- 4.2.1 The exterior of a Dwelling together with its fences, screens, arches, driveways, etc., must be continuously and at all times maintained by the Owner in a clean, tidy, neat and befittingly repaired, painted and properly kept condition.
- 4.2.2 Prior to any painting of the exterior of a Dwelling it is required that the approval of the Design Review Committee is obtained for the colours to be used.
- 4.2.3 Where in the opinion of the Design Review Committee the condition of a Dwelling is not up to the required standards of Lalela Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time.
- 4.2.4 Should the Owner fail to carry out such work as requested by the Design Review Committee, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.
- 4.2.5 The maintenance of the exterior of all Units in sectional title schemes is to be carried out by the respective Bodies Corporate, the cost of which will be included in the levy payable to the Bodies Corporate.

##### **4.3 Septic Tanks, where applicable**

- 4.3.1 The maintenance, upkeep and repair of an Owner's septic tank shall be borne solely by the Owner, and it is a requirement that the tank be purged at least once a year, or sooner, as circumstances may require. On alienation, by way of resale or letting, the septic tank must be purged, and a Member must produce proof thereof before the consents as referred to in Rule 11.1 and 11.3.2 will be issued by the Association.
- 4.3.2 In the event that the Association is obliged to purge an Owner's septic tank, the Association shall be entitled to enter upon such Owner's property with the necessary equipment and machinery as may be required to carry out such work. The cost thereof shall be for the account

of the Owner which amount shall be deemed to be part of the levy due by the Owner.

#### 4.4 **Rainwater Harvesting**

4.4.1 Rainwater harvesting is permitted in accordance with the Design and Landscaping Guidelines provided it is not returned to the sewer system and provided demand does not increase when Residents occupy the Immovable Property.

4.4.2 Usage is limited to irrigation and, if permitted by the Environmental Management Restrictions, to top up swimming pools subject to the rainwater being chlorinated and the swimming pool back wash pipes not being connected to the sewer network.

4.4.3 The Association may in its discretion call for a plumbing certificate at any time if there is a reasonable concern that there has been non-compliance with this Rule and the cost thereof will be the responsibility of the Owner and will be debited to the Owner's levy account.

### 5. **UPKEEP AND MAINTENANCE OF GARDENS**

#### 5.1 **Bodies Corporate**

Gardens will be maintained by contractors appointed by the Bodies Corporate, the cost of which will be included in the levy payable by the owners of Units.

#### 5.2 **Dwellings**

5.2.1 Every Owner shall be obliged to maintain his garden to the standards as determined from time to time by the Landscaping Guidelines.

5.2.2 Where in the opinion of the Design Review Committee the condition of a garden is not up to the required standards of Lalela Estate, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time. Should the Owner fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Owner, which amount shall be deemed to be part of the levy due by the Owner.

#### 5.3 **Registered landscapers**

The Association shall maintain a list of registered landscapers with whom Owners may contract for their private gardens. If the Owner wishes to utilise a landscaper who is not on the list, that landscaper must register with the Association prior to working on the Estate.

#### 5.4 **Removal of or damage to vegetation**

Extensive pruning, felling or untoward damage of trees and shrubs is not permitted without prior written permission from the Association. The entire area operates under the auspices of Environmental Management Restrictions and therefore such permission will not be granted lightly. Any requests for the removal of trees or shrubs must be motivated in writing to the Association's offices for consideration. General pruning, trimming and weeding within private properties in the pursuit of garden maintenance is acceptable, however, Estate management reserves the right to intercede where the maintenance of gardens conflicts with the Landscaping Guidelines.

#### 5.5 **Gardening onto verges**

5.5.1 Verges falling within any planting servitude registered over the Owner's property shall be maintained by the Association. Planting within the servitude by Owners may be condoned but only with the express permission of the Design Review Committee and in accordance with the Landscaping Guidelines.



5.5.2 Verges are to be planted and maintained in accordance with the Landscaping Guidelines and the landscaping plan for the verge as approved by the Design Review Committee.

5.5.3 No soil must be allowed to wash onto verges, pathways or roads. All banks onto verges, pathways or roads must be retained in accordance with the Building Design Guidelines.

## 6. DOMESTIC REFUSE

6.1 The collection and removal of domestic and garden refuse is under the control of the Association but undertaken by the Municipality or any other supplier of services on prescribed days.

6.2 Emphasis will be placed on recycling. All domestic refuse shall be segregated, put into approved plastic bags supplied by the Municipality or any other supplier of services and kept in animal proof segregated bins, to be purchased by the Resident, and situated in a suitable place on the property and screened from the public and neighbour's view. On prescribed days and at prescribed times, these bins must be placed by the Resident on the sidewalk outside the property ready for collection. These bins may not be placed on the sidewalk on any other day.

6.3 The Association will not be responsible for collection of any refuse not placed in the required marked municipal bags.

6.4 Under no circumstance may refuse be put out or left out overnight or over weekends.

6.5 Garden refuse is not to be placed in domestic refuse bags. The Municipality or any other supplier of services shall provide appropriate bags for this purpose. Garden refuse may not be put out on any day, other than the appointed one, nor overnight nor on weekends

6.6 Grass cuttings, leaves and branches, cut into manageable sizes, and other garden refuse can be placed in the garden refuse bags. Residents are requested not to place stones, sand, soil, cement or building rubble in these bags.

6.7 Residents may not dispose of any refuse, including garden refuse, on any Immovable Property or on the Common Areas within Lalela Estate.

6.8 The disposal of any domestic animal remains will be the responsibility of the Owner. This has to be done through private arrangement with the Municipality and costs thereof will be for the Owner's account. No domestic animal remains may be buried on Lalela Estate.

6.9 No burning or burying of garden or other refuse is permitted at Lalela Estate.

6.10 Bulk refuse or where refuse is of such a size or nature that it cannot be removed by the normal service is the responsibility of the Owner and the Owner shall make special arrangements with a private contractor and all costs thereof shall be for the Owner's account.

## 7. THE RIGHT TO KEEP AND THE CONTROL OF PETS

7.1 No more than two dogs are permitted per household with the consent of the Association (and the Body Corporate, where applicable) as provided for in 7.6.1 below. The Association reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wildlife. Permission will not be given in respect of the following breeds of dogs:

7.1.1 Boerboel

7.1.2 Pit Bull Terrier

7.1.3 Rottweiler

7.1.4 Bull Terrier

- 7.1.5 Doberman Pinscher
- 7.2 Cats are not allowed on the Estate. This rule will be relaxed for new Owners only who already own a cat provided the cat may not be replaced on the death of the cat.
- 7.3 The Association reserves the right to ban any breed of dog considered to be a threat or a danger to persons or wildlife.
- 7.4 Bodies Corporate may, in their own rules, ban the keeping of pets within their Body Corporate. They may not allow more than the number permitted by the Association.
- 7.5 When considering a dog, Residents need to bear in mind the size of their properties and regulations regarding the maximum area of fencing allowed.
- 7.6 Prior to bringing a pet onto Lalela Estate or when replacing a pet, the following conditions must be met:
- 7.6.1 Written permission must be obtained from the Association. (This permission will not be unreasonably withheld provided compliance with this Rule 7 is satisfied.)
- 7.6.2 All female pets must be spayed, and males neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.
- 7.6.3 Each dog and cat must, at all times, wear a collar with a name tag indicating the owner's name, address and telephone number. A cat collar must have a bell on it.
- 7.6.4 All dogs and cats must be microchipped, and a certificate of compliance produced when permission is sought to keep the dog;
- 7.6.5 All pets shall be restricted to the property to which they belong. Dogs must be kept in an adequately enclosed area within the Resident's property and when outside the Resident's property must, at all times, be on a short leash and under the control of a responsible person. Any dog observed not being on a leash will result in a fine being levied against the Owner.
- 7.6.6 Stray dogs without a name tag will be handed over to the SPCA and any costs incurred will be for the Owner's account.
- 7.6.7 Fouling by dogs on Common Areas or on property belonging to other Owners is not permitted. The owner of the dog must remove all droppings immediately. Owners are advised to carry a scoop or plastic bag when walking their dogs outside their own property.
- 7.6.8 Pets may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, squawking, etc. In the event of a resident of Lalela Estate complaining in writing to the Association that a pet barking, howling, squawking, etc. constitutes a nuisance, the Association will investigate the matter, make a finding and recommendation to the Board. The Board may make an order including that the pet shall, forthwith be removed from Lalela Estate, which order shall be final and binding and any costs incurred will be for the Owner's account.
- 7.6.9 No dog may be left alone inside a Residence for an extended period of more than 12 hours and no dog may be left unattended in a Residence overnight. Suitable arrangements of engaging a house sitter must be made or the dog/cat/s must be taken to premises off Lalela Estate.
- 7.6.10 Only small, caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Parrots, parakeets and other loud squawking / screeching / talking birds will be subject to special noise restrictions. Aviaries, of any sort, are not permitted.

- 7.6.11 Domestic animals and wildlife (other than dogs), e.g., pigeons, poultry, peacocks, cattle, sheep, goats, reptiles, rodents, etc. are not allowed to be kept on Lalela Estate, whether caged or not.
- 7.6.12 Any pet present on Lalela Estate in contravention of these Rules will be removed forthwith on notice from the Association.
- 7.6.13 The Association reserves the right to insist that any pet that becomes a nuisance or, if any of the above Rules are not adhered to, be removed from Lalela Estate.
- 7.6.14 Municipal bylaws relating to pets (e.g., rabies and other inoculations) must be complied with. Veterinary certificates must be submitted to the Association annually.
- 7.6.15 Visitors are prohibited from bringing any animals onto Lalela Estate, with the exception of a medical assistance/guide dog.

## 8. **SECURITY**

### 8.1 **General Security Procedures**

- 8.1.1 The Association provides general security for Lalela Estate, including management of the perimeter wall/fence and access controls.
- 8.1.2 Security personnel are there for the safety and protection of the Lalela Estate, its Residents, employees, and assets.
- 8.1.3 All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside Lalela Estate.
- 8.1.4 The right of admission to Lalela Estate shall be under the control of the Association that may on any reasonable grounds deny any person access to Lalela Estate. To this end, Residents must familiarize themselves with, and abide by the Security Protocol, a copy of which is available from the office of the Association.
- 8.1.5 No person shall do anything which is or might be prejudicial to the security of any Resident. Any action and or incident that might have a negative effect to the security of Lalela Estate and its Residents must immediately be reported to the Manager.
- 8.1.6 Security personnel are not to be used for any errands other than approved by the Manager.
- 8.1.7 It is in the best interest of all Residents that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff-member, Residents are requested to contact the Lalela Estate office for assistance through the appropriate channels.

### 8.2 **Access/Egress**

- 8.2.1 No Residents or Residents' vehicles shall enter or leave Lalela Estate at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the Manager. Tailgating is prohibited.
- 8.2.2 Vehicles are subject to be searched at any time when necessary.
- 8.2.3 Vehicles entering Lalela Estate will from time to time be inspected by security with a vehicle search mirror to check for any oil leaks. Vehicles showing oil leaks will not be allowed to enter Lalela Estate.
- 8.2.4 Owners and Residents and those authorised to work at Lalela Estate may be issued with biometric access in accordance with the requirements laid down by the Association and in

respect of which an administration fee will be charged in an amount as determined by the Association from time to time.

- 8.2.5 Where the Owners or Residents, as referred to in clause 11.2 below, has entered into a lease agreement with a tenant who may be issued with biometric access, access will be terminated upon expiry of the said lease.

### 8.3 Reporting to Security

Security is a shared responsibility. Residents must report to security any suspicious or unlawful occurrence immediately it is seen or perceived.

### 8.4 Employees

- 8.4.1 Prior to being engaged to work in Lalela Estate, the Resident shall apply for registration of any proposed permanent or part-time employees in compliance with the Security Protocol. Such application shall be accompanied by each employee's I.D. book and the payment of a fee as prescribed from time to time. Such registrations shall be subject to clearance by Security or the Association. All employees requiring access to Lalela Estate will be required to sign a Consent Form for the taking of fingerprints and criminal checks for security clearance purposes which shall at all times be subject to security safeguards in compliance with sections 19 - 22 of the Protection of Personal Information Act No.4 of 2013. Should the services of any employee be terminated, for whatever reasons, then Security and the Association must be notified immediately by the Owner or the Resident in order that de-registration may be effected immediately.

- 8.4.2 The Owner or Resident shall be responsible for the employee's conduct and behaviour within Lalela Estate as well as for any authorised visitor of such employee who enters Lalela Estate.

### 8.5 Contractors

- 8.5.1 Prior to being engaged to work in Lalela Estate, the Resident shall ensure that a contractor abides by the Contractor's and Security Protocols as amended by the Association from time to time. A contractor will not be allowed to undertake any work on Lalela Estate until such time as he has complied with any and all obligations required of him in accordance with the aforesaid Contractor's and Security Protocols.

- 8.5.2 Any contractor who fails to comply with the provisions hereof may be denied access to Lalela Estate.

- 8.5.3 No contractors (with the exception of swimming pool and garden contractors) are allowed access to Lalela Estate during the builders' annual shutdown period each year.

### 8.6 Visitors/Services/Deliveries

- 8.6.1 Owners and Residents must comply with the general security procedures in place, and as amended by the Association, from time to time.

- 8.6.2 Visitors shall gain access/egress via the Resident concerned only. Should a visitor arrive unannounced at a gate and the Resident be unavailable the visitor will not be allowed entry.

- 8.6.3 Residents must make adequate arrangements for receipt of deliveries as deliveries may not be accepted by security guards or the Estate office under any circumstances.

### 8.7 Residential Guests

- 8.7.1 Where Residents have guests legitimately staying with them for a short period of time not exceeding twenty-one days and temporary personal access for such guests is required, the

responsible Resident shall make special application to the Association for limited period access and pay a fee as prescribed from time to time.

- 8.7.2 Residents having guests residing with them for periods longer than 21 days and requiring access shall apply to the Association for registration as for full time residents.

#### 8.8 **House Alarms**

Any Owner wishing to install a burglar alarm or armed response system is obliged to use the services of the security company contracted by the Association to manage the security of Lalela Estate. There are considerable benefits, such as favourable rates, in using Lalela Estate's service provider. Burglar alarms are to be of the non-audible type.

#### 8.9 **Guarding Service**

Any dissatisfaction with, or complaint against, any guard or security service must be put to the Association.

#### 8.10 **Respect for Guards**

The guards on Lalela Estate have very specific jobs to do under strict rules. Abuse of guards by Residents cannot be countenanced and is strictly prohibited.

### 9. **CONTROL OF VEHICLES ETC.**

- 9.1 Road traffic legislation, regulations and ordinances shall apply on Lalela Estate. For the purpose of this Rule 9 "vehicle" shall mean a vehicle as defined in Section 1 of the National Road Traffic Act No 93 of 1996, as amended from time to time, including any device designed or adapted mainly to travel on wheels.

- 9.2 The roads throughout Lalela Estate are for the use of all and this places additional responsibility for awareness on all who use these roads but more particularly on all adults and especially parents who need to educate and control their children.

- 9.3 The Association may by means of appropriate signage give directions as to the use of roads or any portion of roads on Lalela Estate. Failure by any person to obey such signage shall constitute a contravention of these Rules.

- 9.4 A maximum speed limit of 40 (forty) km/ph. shall apply provided that the Association may impose lower speed limits where it deems fit.

- 9.5 Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property within Lalela Estate is prohibited.

- 9.6 Pedestrians must be given the right of way on the roads within Lalela Estate.

- 9.7 Pedestrians shall have the right of way to crossroads at designated pedestrian or other crossings within Lalela Estate. Motorists shall at all times be required to approach such crossings with extreme caution. Pedestrian crossings are to be treated as yield signs. When there are pedestrians wishing to make use of these pedestrian crossings, motorists must give right of way and are required to bring their vehicles to a complete stop.

- 9.8 No person shall operate any vehicle upon any place within Lalela Estate unless he is the holder of a valid driver's license, and the vehicle is licensed for use on a public road. Golf/electric carts must be registered with the Association.

- 9.9 Parking on sidewalks and open lawned areas is prohibited, and parking is limited to areas so designated for that purpose. The Association shall have the right to wheel clamp any vehicle found

- to contravene this Rule 9.9 and to fine the Resident responsible therefore and to keep the vehicles wheels clamped until the fine has been duly paid. Where the vehicle is causing an obstruction, the Association may have the vehicle removed at the cost of the Resident responsible therefor.
- 9.10 The use of car hooters within Lalela Estate to beckon or attract other Residents or their employees is prohibited.
- 9.11 Any caravan, boat or trailer may be parked inside Lalela Estate only with the written permission of the Association. Such permission will only be given if such item can be situated inside an enclosed garage/in an undercover parking bay.
- 9.12 Scooter bikes, beach, or dune buggies, off road bikes, or any motorised vehicles or scooters, etc. with noisy engines/exhausts may only be driven by persons in possession of a valid license. Such vehicles may only be driven on the roads in a quiet manner to allow access and egress. "Roaring" around Lalela Estate is not permitted.
- 9.13 Golf carts/electric carts are permitted on Lalela Estate. Such vehicles may only be driven by persons in possession of a valid license on the roads in a quiet manner. At no time may a golf cart/electric cart be driven carrying more occupants than designed for. Any claims that might arise in relation to the use of a privately-owned golf cart on Lalela Estate will be the sole responsibility of such driver and the registered owner of the privately-owned golf cart. Normal traffic regulations and considerations are applied. The golf/electric cart must be registered with the Association and the registration number (your Dwelling number) must be displayed on the golf cart. Carts that are used after sunset must have lights. No person shall store, park or leave unattended any golf cart or vehicle, except in a structure designed as a golf cart barn, golf cart garage or carport, provided that the golf cart is at all times out of public sight whilst in such structure. Such structure must be compliant with the Design Guidelines.
- 9.14 No quad bikes are permitted on Lalela Estate other than those used by Estate security or maintenance staff.
- 9.15 Skates (skateboards, in-line skates, roller blades, roller skates, etc.) and bicycles may not be used on the roads in any way which causes nuisance or inconvenience to residents. Parents are obliged to instruct their children to stop skating/cycling and get off the road when pedestrians or vehicles approach.
- 9.16 No child shall be permitted to ride or operate any powered or unpowered form of transport, including a bicycle, tricycle, skateboard or similar device, within Lalela Estate unsupervised. The sole responsibility in respect of the riding or operation of any powered or unpowered transport within Lalela Estate by a minor child shall rest with the parent or guardian of such child.
- 9.17 No repairs to or dismantling of any vehicle may be carried out on Lalela Estate or sectional title common property except in cases of total breakdown and then only for the purpose of getting the vehicle mobile for removal.
- 9.18 No vehicles may be washed on Common Areas and no fire hydrants or fire hoses may be used for this purpose.
- 9.19 Oil, grease or fluid must not be allowed to soil any portion of the Common Areas, and should this occur, the Owner shall be responsible to expeditiously clean and remove all traces.
- 9.20 Furniture removal/deliveries are not permitted without the prior written consent of the Association on Sundays or public holidays nor before 07:00 and after 17:00 on weekdays nor before 07:00 and after 15:00 on Saturdays.

- 9.21 No vehicles in excess of 5 tons may enter Lalela Estate. Should a delivery vehicle be more than 5 tons then a shuttle must be provided. In these circumstances, it is the Owner's responsibility to ensure that that the delivery company is forewarned.
- 9.22 No person shall operate any vehicle in Lalela Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
- 9.23 The Board reserves the right to introduce from time to time any traffic calming measures, including but not limited to, speed-humps and pedestrian-crossings.
- 9.24 Vehicles parking or entering Lalela Estate do so at the owners' risk and responsibility, and no liability will be attached to the Association or its employees for any loss or damage of whatever nature, which the owner, or any person claiming through him, may suffer as a consequence of the vehicle having been parked on the Association property.

## 10. **COMMON AREAS AND ENVIRONMENTAL ASPECTS**

- 10.1 The Association shall be entitled to control all aspects of the environment on or about Lalela Estate including but not limited to the management and control of fauna and flora in accordance with the Environmental Management Restrictions and Landscaping Guidelines, for the use by, and the enjoyment of, all Residents. All persons using these areas are urged to do so with the utmost respect for nature. The Association's Rules regarding these areas are as follows:
- 10.1.1 No person shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Areas by Residents.
- 10.1.2 The lighting of fires in any Common Areas on Lalela Estate is prohibited, other than in a proper fire pit specifically built for that purpose.
- 10.1.3 Picnicking may be permitted on Common Areas designated for that purpose, however, please respect the privacy of other Residents.
- 10.1.4 Braaiing is restricted to any designated braai areas provided.
- 10.1.5 Disturbing, collecting or destroying of plant material is prohibited, unless authorized by Lalela Estate Management.
- 10.1.6 Disturbing, harming or destroying any wild animal, reptile, insect or bird is prohibited. (Should wild animals become a nuisance; the problem should be brought to the attention of Lalela Estate Management).
- 10.1.7 The use of any Common Areas in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by other Residents, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.
- 10.1.8 Littering or discarding of any item whatsoever on Lalela Estate is prohibited except in receptacles specially provided.
- 10.1.9 No swimming is allowed in fishponds, lakes or in any water features on Lalela Estate.
- 10.1.10 No boats or floats are allowed in the fishponds, lakes and or in any water features on Lalela Estate.
- 10.1.11 The pollution of any dam, pond or stream is prohibited.
- 10.1.12 No person shall conduct any gardening and/or landscaping on the Common Areas or pick any flowers or plants on or about the Common Areas without the prior written authority of the

Association.

- 10.1.13 The Association shall be entitled to prohibit or restrict access to any part of Lalela Estate in order to preserve the natural fauna and flora.

## 11. LETTING AND RESALE

### 11.1 Consent of the Association required when letting or selling

The consent to let/sell Immovable Property within Lalela Estate must first be obtained by the Owner in writing from the Association by way of clearance certificates. Such consent shall be subject to all dues having been fully paid and all other conditions of the Association having been satisfactorily discharged.

### 11.2 Conditions for letting

- 11.2.1 An Owner of Immovable Property (or his agent) who intends to let a Residence shall –
- 11.2.1.1 along with his proposed tenant, must comply with all the requirements and special conditions as prescribed by the Association from time to time, in particular the use of the standard agreement of lease [No other agreements will be accepted.] as well as comply with the specified conditions, all as prescribed by the Association for the proper installation of tenants;
- 11.2.1.2 furnish his tenant with a copy of these Rules; and
- 11.2.1.3 furnish the Association with a copy of the relevant signed lease at least 7 working days before the commencement of the lease in order for the Association to give consent and approve the lease and arrange for orientation to take place. Orientation will not take place once all the required documentation is completed, nor will biometric access be given to the tenant.
- 11.2.2 Approval by the Board of the Association will not be valid unless conveyed in writing by the Association to the Owner of Immovable Property and the prospective tenant.
- 11.2.3 Clause 11.2.1 notwithstanding, the Owner of Immovable Property must be aware that any contravention of the Rules by any Resident shall be deemed to be a contravention by the Owner of Immovable Property.
- 11.2.4 Every tenant shall be required to register with the Association on arrival failing which the Association shall be entitled to deny that tenant access to Lalela Estate.
- 11.2.5 Tenants may use the Clubhouses whilst in residence on Lalela Estate but are subject to these Rules whilst so resident.
- 11.2.6 If any Resident fails to comply with any of the provisions of these Rules, the Association shall be entitled to deny that Resident access to Lalela Estate.
- 11.2.7 Should any tenant be considered in the opinion of the Association to be or to have become unsuitable or undesirable, the Owner of Immovable Property shall on notification from the Board of the Association immediately serve such tenants with a notice to depart from Lalela Estate within one month. No reasons for its opinion need be given by the Board. Any costs incurred through termination of any agreement with a tenant shall be for the Owner of Immovable Property's account and no claim for loss of damages in this connection will be entertained by the Association.
- 11.2.8 Short-term letting:



- 11.2.8.1 Short-term leases are defined as leases shorter than 1 (one) month and must be for a minimum of 5 (five) consecutive nights.
- 11.2.8.2 Airbnb is prohibited.
- 11.2.8.3 Owners wishing to let their Immovable Property on a short-term lease must register with the Association who will charge an annual registration fee to the Owner of Immovable Property in amounts to be determined by the Board from time to time.
- 11.2.8.4 All short-term leases must be done through the Association and must comply with all the requirements and special conditions as prescribed by the Association from time to time, in particular the use of the prescribed form for short-term leases.
- 11.2.8.5 The Association shall charge administration fees to the Owner of Immovable Property, and refundable deposits to their tenants in amounts to be determined by the Board from time to time.

### 11.3 **Conditions for resale**

- 11.3.1 An Owner of Immovable Property wishing to sell or transfer his property must comply with all the requirements and special conditions as prescribed by the Association from time to time, in particular the use of the standard agreement of sale [No other agreements will be accepted.] as well as comply with the specified conditions, all as prescribed by the Association for the proper installation of owners;
- 11.3.2 The consent to transfer ownership of property within Lalela Estate must be obtained in writing from the Association by the conveyancers upon payment of a prescribed fee to be determined annually by the Board of the Association. The consent shall only be provided once the Owner has settled all levies and fulfilled all other obligations to the Association and the new owner has signed an application for membership of the Association, agreeing to become a member of the Association and to abide by its MOI, Rules and any other requirements of the Association, and such application has been accepted by the Association and all amounts due and payable have been paid or secured to the satisfaction of the Association.

### 11.4 **Use of estate agencies**

An Owner wishing to dispose of Immovable Property within Lalela Estate and who requires the services of an estate agency in regard to such disposal/letting must arrange the sale through the estate agency/agencies registered with the Association. If an Owner wishes to utilise an estate agency that is not registered with the Association that estate agency must register with the Association before handling the disposal of Immovable Property.

### 11.5 **Association fees for resale/letting**

In order to ensure all requirements of, and obligations to, the Association are met, the Association may charge an administration fee to the Owner wishing to dispose of Immovable Property, in amount to be determined by the Board from time to time.

The Association shall also charge a marketing fee to the Owner wishing to dispose of Immovable Property. The aforesaid fee charged by the Association shall be in the sole discretion of the Association, but shall not exceed 1% (one percent) of the purchase price (plus Value Added Tax thereon) of the Property, member's interest, shares or beneficial interest (as the case may be) or in the event of the Property, member's interest, shares or beneficial interest (as the case may be) not being sold, shall not exceed 1% (one percent) of the market value of the Property, member's interest, shares or beneficial interest (as the case may be) at the date of transfer or cession of same

(plus Value Added Tax thereon).

#### 11.6 **Change of Ownership (Corporate or Trust owned sections)**

If an Owner of Immovable Property is a company, close corporation or trust, then no shares, member's interest or beneficial interest in the Owner of Immovable Property shall be allotted or transferred so as to result in the alteration of the control of the Owner of Immovable Property except with the prior written consent of the Association (which consent shall not be unreasonably withheld) and after the Association has issued a clearance certificate to the effect that all levies have been paid or that provision has been made to the satisfaction of the Association for the payment thereof. Where the change to Ownership occurs as set out above, the new ownership shall, subject to Article 23.18 of the Memorandum, be required to contribute to the Levy Stabilisation Fund in the standard amount as laid down from time to time, as if a new purchase had taken place. At reasonable times, an Owner shall permit the Association, without fee or charge, to inspect the share register, Founding Statement, Deed of Trust, Letters of Authority and any other document as requested in order to ascertain details of the Owner.

The consent shall include a requirement that a member, director or trustee, in the event of the new owner being a close corporation, company or trust, guarantees and binds himself as surety for and co-principal debtor *in solidum* with the Owner of Immovable Property to the Association for the due and punctual fulfilment and discharge of all the conditions and obligations undertaken by the Owner of Immovable Property to the Association, the object being that he shall remain liable at all times as surety and co-principal debtor until he is released from such obligations by the Association.

#### 12. **CONDUCT**

12.1 No persons shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance to other Residents. In particular, and without limiting the generality of the foregoing –

- 12.1.1 burglar alarms must comply with any regulations which the Association may make with regard thereto from time to time;
- 12.1.2 all vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;
- 12.1.3 the use of noisy machinery and power tools outside of normal working hours Monday to Friday from 7h00 – 17h00 and Saturdays from 8h00am to 14h00, must be avoided and is permitted only occasionally and in exceptional circumstances. The use of noisy machinery and power tools on Sundays and Public Holidays is prohibited;
- 12.1.4 all work, whether undertaken by a contractor or by the Resident, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval is given by the Association for building operations to take place outside such hours. Owners must ensure that all builders/contracts comply with the Rules and guidelines;
- 12.1.5 loud music is not allowed, and all other undue noise must cease between 22h00 and 06h30. At weekends mechanized equipment, including but not limited to lawnmowers, edge and hedge trimmers and power tools, may only be used on Lalela Estate on Saturdays between 08h00 and 14h00 and not at all on Sundays and Public Holidays.
- 12.1.6 discharging of any firearm, air-gun, BB gun, paintball gun or other lethal or potentially lethal weapon is strictly prohibited; and
- 12.1.7 subject to the Explosives Act 15 of 2003 read with the relevant Municipal Bylaws relating to

- the use of fireworks in limited approved circumstances, fireworks are strictly prohibited;
- 12.1.8 no animal, bird or reptile may be slaughtered within the Common Areas of Lalela Estate;
- 12.1.9 strictly no feeding of monkeys allowed;
- 12.1.10 no helicopter or other aerial conveyance may be landed at any place on Lalela Estate without the prior written consent of Estate Management. (This rule shall not apply to legitimate emergency services performing special duties or rescue operations);
- 12.1.11 no drones may be operated within the boundaries of Lalela Estate without the express written consent of Lalela Estate management.
- 12.2 The following behaviour will not be tolerated by Residents:
  - 12.2.1 consumption of alcohol in public or beyond the boundaries of the Immovable Property, except in those Common Areas that are designated by the Association for entertainment, i.e., braai areas, fire pits etc.;
  - 12.2.2 malicious damage to property;
  - 12.2.3 driving any form of vehicle whilst under the influence of alcohol;
  - 12.2.4 being in possession of Lalela Estate property unlawfully;
  - 12.2.5 reckless endangerment of lives or animals/birds on Lalela Estate;
  - 12.2.6 assault, attempt there-of, intimidations or threats of violence;
  - 12.2.7 public indecency;
  - 12.2.8 illegal trespassing.
- 12.3 All Estate bulk supply installations, generators, pumps, etc. are strictly out of bounds to everyone other than the Board and their appointees.
- 12.4 Signs may not be displayed on the Estate (giving the name of builders, decorators, furnishers, air conditioning, alarm companies, garden installers, garden maintenance contractors, estate agents "to let" and "for sale" boards and the like).
- 12.5 Pool water shall not be discharged into the sewage system.
- 12.6 In the event of differences or annoyances arising between Owners and/or Residents, the parties shall, in the first instance, attempt as far as possible to settle the matter between themselves while exercising respect, tolerance and consideration. Should any dispute not be resolved privately then an appeal may be made in writing to the Association seeking a ruling/resolution to the problem. Any dispute between Owners and/or Residents which remains unresolved shall be submitted to the appropriate forum for relief.
- 13. **AMENITIES**
  - 13.1 The amenities may be used between the hours so stipulated by the Association from time to time.
  - 13.2 Access may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the Manager.
  - 13.3 **Pool/s**
    - 13.3.1 An adult must continuously accompany children under the age of 14 or children of any age who cannot swim.

- 13.3.2 Pool furniture must not be removed from the facilities.
- 13.3.3 No pool cleaning equipment, pumps, piping, etc. may be used or moved by Residents, and only appointed persons may operate the equipment.
- 13.3.4 Pets are prohibited in and around the pool.
- 13.3.5 Surfboards/boogie boards, glass and hard objects of any sort are totally prohibited in the pools.
- 13.3.6 No water activities, waterslides, foam slides or inflatable jumping castles are allowed.
- 13.3.7 The playing of music around the pool is prohibited.

#### 13.4 **Court/s**

- 13.4.1 Only Residents along with their guests may play.
- 13.4.2 Minors between 12 – 16 are allowed to play under adult supervision.
- 13.4.3 Only proper equipment may be used on the court.
- 13.4.4 No activity other than the appropriate sport, for example, soccer, hockey, netball, basketball, tennis, may be conducted on the court whatsoever.
- 13.4.5 No skateboards, rollerblades or similar devices are allowed on the court/s.
- 13.4.6 The Resident must always be present for his guest to be allowed to play. Only clean, light-soled and non-marking shoes are allowed on the courts.
- 13.4.7 To make use of the court/s Residents must comply with the Court Rules as issued by the Association from time to time.

#### 13.5 **Other sports and recreational amenities**

- 13.5.1 Only Residents along with their guests may utilise the amenities.
- 13.5.2 To make use of the particular amenity Residents must comply with the rules as issued by the Association from time to time. These rules may include limitations on usage by minors under certain ages without adult supervision.
- 13.5.3 Only proper equipment may be used.
- 13.5.4 No activity other than the appropriate sport or recreational activity may be conducted on the amenity.
- 13.5.5 The Resident must always be present for his guest to be allowed to utilise the amenity.

### 14. **CONSTRUCTION OF DWELLINGS AND ALTERATIONS**

- 14.1 To ensure that all Dwellings are built strictly in accordance with the agreed design principles established for Seaton, a Design Review Committee has been formed by the Developer and is managed by the Master Management Association. Strict guidelines for building on Lalela Estate that incorporate the basic principles are covered in the Design Guidelines and Landscaping Guidelines which can be obtained from the Association's offices.
- 14.2 To ensure that the building meets with the aesthetics and the conditions of establishment of Lalela Estate, prior approval of any building plans must be obtained from the Design Review Committee who will record an "Approval in Principle" before submission to the Municipality. The Municipality is the relevant enforcement authority in this regard. The requirements for submission of plans are covered in the above-mentioned Design Guidelines.

14.3 The Design Review Committee's right of control will include any extensions or alterations to existing Dwellings or other structures that, when complete, is visible from the outside of the building. This includes fences, gardens and or any material changes.

14.4 Any arrangements, contracts or agreements made with contractors and/or sub-contractors will be subject to these Rules, rules and regulations contained in the Design and Landscaping Guidelines, the Security Protocol and the Developers and Contractors Protocol.

#### 15. **TELECOMMUNICATIONS WITHIN LALELA ESTATE**

15.1 A telecommunications servitude in favour of PD Investments (Pty) Ltd its successors in title or assigns, or nominee of the Developer shall be registered over Lalela Estate and all Immovable Property within Lalela Estate's boundaries.

15.2 Each Owner is obliged, in terms of the aforesaid servitude and this rule 15, to allow PD Investments (Pty) Ltd or nominee of the Developer, access to their Land and/or Dwelling for the purposes of installation, transmission, maintenance, removal, replacement or extension of the necessary infrastructure and equipment to convey telecommunications, radio and television services to the Dwelling.

#### 16. **INSURANCE**

16.1 Owners on Lalela Estate are obligated, in terms of the requirements of the MOI, Article 30.6, to obtain cover from the insurance company appointed by the Association ("the Insurer") from time to time. The Owner's policy must include the necessary cover from commencement of build through to occupation, i.e., contractor's all risks and public liability cover. No work may commence on any site until such time as the Manager has been provided with a "Contractors Insurance Certificate" issued by the Insurer.

16.2 On completion of the build and on instruction from the Manager, the Insurer will issue a "Certificate of Completion."

16.3 It should be noted that insurance cover for homeowners cover and household contents on completion of the build is the responsibility of the owner.

#### 17. **LEVY PAYMENTS**

17.1 Owners are required to pay levies in full and in advance by the 1st day of each and every month. In order to ensure this each Owner must complete a debit order in favour of the Association on an account with a South African registered commercial bank.

17.2 Where in the case of a debit order not being honoured, for whatever reason, and an Owner becomes in arrears on the 7th of the month, such Owner shall pay interest at such rate as may, from time to time, be determined by the Board and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

17.3 Owners still in arrears at the end of a month may have their overdue account and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account. In this event biometric access will be suspended until such time as the Owners have paid up their arrears, but entry to Lalela Estate will be permitted.

17.4 All debts of whatsoever nature including but not limited to interest, fines, costs awards, collection fees and charges payable in terms of these Rules due by an Owner to the Association shall be included in the levy account and deemed to be part of the levy due by the Owner and subject to the Rules applicable to levies.

- 17.5 Levy amounts may not be reduced either against real or perceived, partial or non-provision of services or for any other reason unless previously discussed with and sanctioned by the Association in writing.
- 17.6 In the event that a Member owes the Association in respect of arrears levies due and the amount is not in dispute, such Member will lose his rights as a Member to vote at any annual general or extraordinary general meeting of the Association.
- 17.7 No Immovable Property may be transferred without a certificate by the Association confirming that all levies and other amounts owing by the member of the Association have been paid in full or secured to the satisfaction of the Association.
18. **BREACH OF OR FAILURE TO COMPLY WITH THE RULES**
- 18.1 Should a Resident commit a breach of, or not comply with, any of these Rules and then fail to remedy such breach or non-compliance within a period of three days after having received a written notice from the Association to remedy such breach or non-compliance, the Association, shall be entitled to take such actions as are available to it.
- 18.2 Failure by an Owner to comply with any provisions of any Rules may result in:
- 18.2.1 a call for an explanation and/or an apology; and/or
- 18.2.2 a reprimand and a request to comply; and/or
- 18.2.3 the imposition of a fine or fines; and/or
- 18.2.4 the withdrawal of any previously given consent applicable to the particular matter; and/or
- 18.2.5 the referring of any unresolved matter to the Association for resolution, and failing this;
- 18.2.6 the referring of any unresolved matter to arbitration; and/or
- 18.2.7 an order to pay for any damages resulting from non-compliance with any rule; and/or
- 18.2.8 the hand-over to the attorneys of the Association for the appropriate recovery or legal action; and/or
- 18.2.9 other action as may be appropriate in Law.
- 18.3 The actions to be taken and the penalties to be imposed for the breaches or contraventions of the Rules will be entirely at the discretion of the Board, who will take due regard of the nature, circumstances and severity of each misdemeanor, breach or non-compliance.
- 18.4 Notice of breach or fine will be given in writing to the Owner guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such Owner, and will contain the following information:
- 18.4.1 the nature of the breach
- 18.4.2 the time period, if applicable, in which the breach is to be remedied
- 18.4.3 the fine imposed by the Association on the Owner for committing such breach;
- 18.4.4 or the time, date and place of the hearing at which the Association's Committee will adjudicate upon the breach if the Owner wishes to implement Rule 18.6;
- 18.4.5 any other information the Association may deem necessary.
- 18.5 Notice will be deemed to have been duly given if such breach notice is, hand delivered to the Owner's address by either affixing such notice to a prominent fixture on the property or by placing

the notice in the Owner's appointed letter/post box or sent by means of a registered address or provided by email.

- 18.6 In the event of any Owner disputing the fact that he/she has committed a breach of these Rules, a Committee, consisting of the Chairman together with two other members appointed by the Association from time to time, will adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice will be observed) as the Chairman may direct.
- 18.7 In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these Rules or any condition or director given in terms thereof, will be deemed to be guilty of a separate offence for every 24 hours or part of such period during which such offence continues.
- 18.8 The Board may take or cause to be taken such steps as they may consider necessary to remedy the breach of any Rules of which the Member may be guilty and debit the costs of so doing to the Member concerned which amount shall be deemed to be a debt owing by the Member to the Association and debited to the Owner's levy account.
- 18.9 Notwithstanding the foregoing, the Board may in the name of the Association enforce the provisions of any Rules by an application in a Court of competent jurisdiction and for this purpose may appoint such attorneys or Counsels they may deem fit.
- 18.10 In the event of the Association incurring any expenses and/or legal costs as a result of any breach of these Rules by any Member, the Association shall be entitled to recover all such expenses and/or legal costs from such Member on an attorney and own client scale in full whether or not legal action is actually instituted.

19. **WARNINGS AND FINES**

- 19.1 Warnings and fines are issued according to the Lalela Estate Rules Transgression Schedule.
- 19.2 In the event of an Owner failing to pay a fine imposed within the period stipulated by the Association, until such time as the fine has been paid, no transfer of Immovable Property will be registered.
- 19.3 Any fine imposed upon any Owner will be deemed to be a debt due by the owner to the Association, invoiced to the Owner as part of the monthly levy.

20. **DISCLAIMER OF RESPONSIBILITY**

- 20.1 The Association, its directors, employees, servants, agents and lawful invitees, and the Developer, shall not be liable for any injury to person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon Lalela Estate regardless of the cause thereof, nor shall the Association be responsible for any theft of property occurring on Lalela Estate. Owners hereby acknowledge that they shall not, under any circumstances, have any claim or right of action against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- 20.2 Owners shall accept responsibility for and indemnify the Association, its directors, employees, servants, agents and lawful invitees, and as a stipulation alteri, the Developer, against all claims by any person arising from any injury or loss or damage as contemplated in clause 20.1 above.

This document needs to be read in conjunction with the:

- MOI
- Design Guidelines

- Landscaping Guidelines
- Developers and Contractors Protocol
- Security Protocol
- Environmental Management Restrictions; and
- Other rules, codes and protocols introduced by the Association from time to time.



## ESTATE RULES TRANSGRESSION SCHEDULE

	DESCRIPTION	PENALTY
<b>1</b>	<b>DISTURBANCES</b> <b>(Warnings for First Offence)</b>	
a	Domestic noise (loud music, partying, etc.): Second Offence	R 200.00
b	Domestic noise (loud music, partying, etc.): Third Offence	R 500.00
c	After hours, social noise (loud music, partying, etc.): Second Offence	R 200.00
d	After hours, social noise (loud music, partying, etc.): Third Offence	R 500.00
e	Fireworks, other than in accordance with Rules 12.7.1	R 500.00
f	Domestic animal noise disturbances (excessive dog barking)	R 500.00
g	Drone flying without permission	R 500.00
<b>2</b>	<b>DOMESTIC REFUSE &amp; WASTE &amp; WASHING</b> <b>(Warnings for First Offence)</b>	
a	Dustbins not kept in courtyard/designated area; Dustbins on verges outside the prescribed times	R 300.00
b	Refuse, boxes & materials stored on verge or driveway	R 300.00
c	Landscaping material stored on verge or driveway	R 300.00
d	Washing not screened or hung over balconies, fences, gates or bushes	R 300.00
<b>3</b>	<b>ANIMALS</b>	
a	Dogs roaming/walking without a leash/ Cats roaming First Offence	R1000.00
b	Dogs roaming/walking without a leash/ Cats roaming Second Offence	R2000.00
c	Dogs roaming/walking without a leash/ Cats roaming Third Offence	Steps to remove animal from Estate
d	Dogs attacking residents, animals, contractors	Steps to remove animal from Estate
e	Dog & Cat defecating in public	R 500.00

f	Pet causing nuisance to Association or other residents: First Offence	Warning																				
g	Pet causing nuisance to Association or other residents: Second Offence	R500.00																				
h	Pet causing nuisance to Association or other residents: Third Offence	Steps to remove animal from Estate																				
i	Farm like animals, reptiles or any exotic pets/incorrect breed kept on immovable Property	R 500.00																				
<b>4</b>	<b>EMPLOYEES (Warnings for First Offence)</b>																					
a	Employees not enrolled on the Biometric system	R 200.00																				
<b>5</b>	<b>TRAFFIC &amp; TRANSPORT VEHICLES/GOLF CART</b>																					
a	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Kilometers/hour</th> <th style="width: 15%;">1st Transgression</th> <th style="width: 15%;">2nd Transgression</th> <th style="width: 15%;">3rd Transgression</th> <th style="width: 15%;">4th Transgression</th> </tr> </thead> <tbody> <tr> <td>40 - 45 km/h</td> <td>R 500.00</td> <td>R1 000.00</td> <td>R2000.00</td> <td>R10 000.00</td> </tr> <tr> <td>46 – 50 km/h</td> <td>R1 000.00</td> <td>R2 000.00</td> <td>R4000.00</td> <td>R10 000.00</td> </tr> <tr> <td>Above 51km/h</td> <td>R2 000.00</td> <td>R4 000.00</td> <td>R5 000.00</td> <td>R10 000.00</td> </tr> </tbody> </table>		Kilometers/hour	1st Transgression	2nd Transgression	3rd Transgression	4th Transgression	40 - 45 km/h	R 500.00	R1 000.00	R2000.00	R10 000.00	46 – 50 km/h	R1 000.00	R2 000.00	R4000.00	R10 000.00	Above 51km/h	R2 000.00	R4 000.00	R5 000.00	R10 000.00
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b	Reckless driving (not abiding by traffic rules)	R1000.00																				
c	Cutting the Traffic Circle	R 500.00																				
d	Illegal parking & driving on Common Areas	R 500.00																				
e	Caravans, Boats, trailers parked visible on driveway or road	R 500.00																				
<b>6</b>	<b>ENVIRONMENTAL</b>																					
a	Making fires at picnic areas, in Common Areas, or uncontrolled fires on privately owned land	R1000.00																				
b	Burning of plant material or waste on Common Areas or Land	R1000.00																				
c	Oil spillages in roads	R 500.00 & clean-up cost																				

d	Mixing cement on open soil	R5 000.00 & clean-up cost
e	Damages to estate irrigation	R1000.00 & repair Cost
f	Illicit use of Estate Irrigation water	R2000.00
g	Littering	R 300.00
h	Swimming in fishponds, lakes or any water feature	R1000.00
<b>7</b>	<b>AMENITIES</b>	
a	Children under specified age utilizing, the sporting and play facilities and courts unsupervised	R 300.00
b	Children under 14 or persons of any age who cannot swim unsupervised in the pool area	R500.00
c	Damage of Association equipment at the facilities	R 500.00 & repair cost
d	Not abiding by the rules & regulations for sporting amenities as issued by the Association from time to time	R 500.00 and/or
e	Nonresidents using the facilities without a Resident being present	R 500.00 and/or suspension
f	Skateboarding etc. on the courts	R 500.00 & repair cost
g	Damaging or dirtying changing rooms	R 300.00
<b>8</b>	<b>BUILDING &amp; AESTHETICS</b>	
a	Alterations & maintenance not in building hours	R 500.00 R5000.00 & referred to Design Review Committee
b	Alterations to existing properties without approval	R 500.00 R5000.00 & referred to Design Review Committee
c	Aesthetic additions to properties without approval	R5000.00 & referred to Design Review Committee

d	Failure to have “as-built” plan approved for buildings and alterations to buildings	R5 000.00 & referred to Design Review Committee
e	Non-approved plants & trees added to landscaping	R300 & referred to Landscaping Committee
f	Landscaping unmaintained i.e., grass not trimmed and weeds visible – 48 hours ‘notice to repair – Refer to Rule 5	After 48 hours’ Notice, R500.00
g	Maintenance of dwelling and/or garden not in accordance with a standard acceptable to the Association, 30 day Notice to comply	After 30day notice, R500.00 per month of Noncompliance
h	Non- compliance with Rainwater harvesting rule	Minimum of R3 000.00 or amount to be determined by the Board
i	Water meter not properly protected / tampered with / bypassed	R 2 500.00 + Costs
j	Water meter not properly accessible / visible for reading	R 1 000.00
<b>9</b>	<b>VANDALISM</b>	
a	Delinquent behaviour & vandalism to any Association property including Clubhouses, Amenities, other buildings, equipment, Common Areas, landscaping, roads, any park, private building sites	Minimum of R5000.00 or amount determined by the Board & repair cost
b	Compromising the effectiveness of the perimeter fence and/ or any aspect of the security of the estate	R 10 000.00
<b>10</b>	<b>TRESPASSING</b>	
a	Private building sites without permission	R 500.00
b	Restricted areas	R 500.00
c	Picnic area after hours, privately owned Land	R 500.00
d	Private houses, building sites, without permission	R1000.00
e	Illegally storing furniture or moving into the property before Lalela Estate occupation was granted	R 5 000 per day

<b>11</b>	<b>SHORT TERM RENTAL</b>	
a	Short term renting of property not conforming to Rule 11.2.8: First Offence	R2500.00
b	Short term renting of property not conforming to Rule 11.2.8: Second Offence	R5000.00
c	Short term renting of property not conforming to Rule 11.2.8: Third Offence	Refer to Directors
<b>12</b>	<b>GENERAL</b> <b>(Warnings for First Time Offence)</b>	
a	Breach of Conduct Rule not specified/Non-compliance	R 200.00
b	Breach of Conduct Rule not specified/Non-compliance Second Offence	R 500.00
c	Breach of Conduct Rule not specified/Non-compliance Third Offence	R1000.00