

**ARUNDO BIESIESRIET
HOME OWNERS ASSOCIATION
COMPANY NPC**
(*"the Company"*)

REG NO 2007/010712/08

COMPANY RULES

I N D E X

	Page number
1. Introduction	3
2. Legality of Company Rules	4
3. Proprietary Rights To These Company Rules	4
4. Communal Property	4
5. Damage, Alterations or Additions to the Communal Property	5
6. Legal Status and Administration	6
7. Levy Payments	6
8. Obligation of Members and/or Residents	7
9. Reconciliation of Rules	9
10. Complaints / Queries / Suggestions	9
11. Security	9
12. Inflammable Goods and Safety of Property	13
13. Silence	13
14. Children	14
15. Motor Vehicles and Parking	15
16. Bicycles, Motor Cycles, Etc.	16
17. Laundry	16
18. Antennas/Satellite Dishes	17
19. Refuse Disposal	17
20. Employees of the Arundo Estate HOA	18
21. Hawkers	18
22. Pets	19
23. Gardens and Lawns	21
24. Business and Other Activities	21
25. External Appearance	21
26. Equipment and Installations	22
27. Signs and Notices	22
28. Eradication of Pests	23
29. Penalties and Levies	23
30. Exit Rules and Procedures	25
31. Water	25
32. Letting And Reselling Property	25
33. Completion of Building	26

34. Building/Building Plans / Alterations	27
35. Sewer / Waste Pipes / Water Drains	28
36. General	29
37. Conclusion	29

1. INTRODUCTION

The main objective of Arundo Biesiesriet Home members Association Company NPC ("HOA") is the provision of a high quality lifestyle for residents and members of Arundo Estate Complex ("Arundo Estate"), and the intention of these Company Rules is the protection of this lifestyle.

The Company Rules ("Rules") have been established in terms of the Articles of Association ("Articles") and/or the Memorandum of Incorporation ("MOI") (once it has been approved by members) of the Arundo Estate Home members Association Company NPC ("the Company") as approved by the Board of Directors.

These Company Rules are binding upon all members and/or occupants of the Estate, as is any decision taken by the Directors in interpreting these rules. The aim of the Company Rules is to preserve and enhance the security, aesthetics and environment of Arundo Estate. The registered owners of the properties are responsible for ensuring that members and their families, tenants, visitors, friends and all their employees abide by these rules.

Sub-complexes & Duet Free Title Stands have the right to make their own rules binding those owning or residing within their stands provided such rules conform to Arundo Estate Company Rules, Tshwane Municipal Bylaws, and South African Law.

These Company Rules do not intend to interfere with private management of Sub-complexes & Free Title Stands. The Managing Agent, Estate Manager and Security Company, and an individual home owner are not allowed to make or amend any Company Rules. They may suggest rules to the Board of Directors and such rules must not be enforced until approved by the Directors of the Company.

In applying and enforcing these and any other Rules, the Directors may appoint members of the Company on sub-committees to assist them. Happy and harmonious community living is achieved when residents use and enjoy their private property, public areas and also to use and enjoy the facilities. General consideration of all residents for each other will assist in achieving a happy community.

In the event of annoyances or complaints, the involved parties should attempt to settle the matter between themselves, exercising tolerance and consideration. In instances where problems cannot be solved, the matter should be brought to the attention of the Directors for arbitration and settlement. In respect of the interpretation of these Company rules, the Directors decisions are final and binding. These rules are subject to change from time to time.

2. LEGALITY OF COMPANY RULES

The Company Rules have been compiled by the Directors of the Company who have been authorised in accordance with the provisions of the MOI of the Company.

3. PROPRIETARY RIGHTS TO THESE COMPANY RULES

3.1 These Company Rules belong to the HOA and shall remain in the property when it is vacated.

3.2. A copy of these rules shall be kept by each and every owner or occupier and shall be made available to the trustees on request and upon breach of any of these rules. The first issue is free; however, additional copies of the conduct rules are obtainable from the managing agent at a fee as determined by the managing agent. However, if an e-mail address is provided it can be emailed free of charge.

4. COMMUNAL PROPERTY

4.1 The communal property of the complex Arundo Estate belongs to the Company and such property will be managed by the Directors of the Company for the benefit of all members.

4.2 All persons are required to use the common property in a responsible, safe and courteous manner. Motorists, pedestrians and cyclists must be attentive and alert to each other's actions and avoid accidents.

4.3 Any person noticing any damage to any of the common property must notify the trustees of such damage for repair to be effected.

4.4 No rough games, ball games, etc. are allowed in the common property.

- 4.5 No BB guns, ketties or pellet guns may be used in the complex.
- 4.6 No person may tamper with post boxes, nameplates, electrical switches, taps, and plants or with any fixtures and fittings on the common property.
No person may climb on walls or deface any buildings.

5 DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMUNAL PROPERTY

- 5.1 No tents may be erected on the roads and driveways, even if there is a function such as a party or funeral.
- 5.2 A resident shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the communal property without first obtaining the written consent of the directors.
- 5.3 A resident or person authorised by him may install-
 - 5.3.1 Any locking device, safety gate, burglar bars or other safety device for the protection of his stand; or
 - 5.3.2 Any screen or other device to prevent the entry of animals or insects provided that the directors have first approved in writing the nature and design of the device and the manner of its installation.
 - 5.3.3 Security gates and burglar bars must be visible from outside a unit, and must not be taller than the security wall in the same stand.
- 5.4 The directors shall be notified timorously of any construction work of whatever nature that is to be undertaken within or to the interior of any stand and which will involve activity on the communal property or cause inconvenience or disturbance to other occupants. Such work shall be performed between 6:00am and 18:00 only and with the least possible inconvenience and disturbance to other residents.
- 5.5 Those persons having such work done and those persons performing it, shall at all times cooperate closely with the directors and shall in consultation with the directors, ensure that proper and satisfactory measures are continuously taken to adequately protect the communal property from damage, defacement, disfigurement or defilement.
- 5.6 Workmen failing to co-operate may be prohibited by the directors from working on the premises.
- 5.7 It shall further be the absolute responsibility of those persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.

- 5.8 The persons having the work done shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the communal property be left in a dirty, littered or spoiled condition on completion of such work.
- 5.9 The above rules shall mutatis mutandis apply to any work authorised by the directors.
- 5.10 Any one moving furniture shall be held liable for the cost of repairing any damage done when moving furniture or goods in and out of the complex.
- 5.11 The home owner's association reserves the right to debit any costs incurred by damage caused to any common property by the resident of a unit to the levy account of the relevant owner. The collection of these costs will be attended to in the same manner as the collection of levies.

6. LEGAL STATUS AND ADMINISTRATION

- 6.1. The Directors are authorised to impose Levied contributions on all members from time to time. The process of determining the amount of such levies shall be determined by the Articles and/or MOI of the Company.
- 6.2. Interest will be charged on all arrear amounts at the maximum rate allowed by the Usury Act or, should such act not be applicable, the maximum rate allowed by any similar legislation or 2% per month, whichever is the highest legal rate allowed.
- 6.3. Should any amounts remain in arrears or, according to the HOA become repeatedly in arrears without acceptable reason, the HOA may, within discretion levy further penalties. The HOA may take legal action to recover any amount in arrears and shall be entitled to recover all legal costs incurred on an Attorney and own Client scale.
- 6.4. To ensure harmonious co-existence of residents, the Directors may, from time to time, amend or add to the Company Rules, as may be deemed necessary.
- 6.5 The Directors have the right to impose fines against transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.

7. LEVY PAYMENTS

- 7.1. Levy is payable per house or unit number and not per stand.
- 7.2. Levy is payable prepaid, up front, on or before the 2nd of every month.
- 7.3. The HOA has a right to hand over unpaid levy account to Attorneys, and the owner is obliged to pay interest and legal fees as promulgated in the Articles

and/or MOI.

- 7.4. All unpaid accounts must be handed over to Attorneys after 90 days.
- 7.5. The HOA reserves the right to debit any funds owed to the home owner's association to the levy account of the respective owner and to recover it as if it were a levy due.

8. OBLIGATION OF MEMBERS AND/OR RESIDENTS

- 8.1. To make suggestions to the Directors regarding amendments, additions or deletion of a certain sections of Company Rules.
- 8.2. To ensure that all visitors visiting the member and/or tenant are aware that no entry into Arundo Estate will be permitted without an original Green RSA Identity book or RSA Driver's Licence or a valid Foreign Passport.
- 8.3. Member and/or tenants are required to send the following information by email to the Managing Agents annually before the 30 January of each year:

8.3.1. Owner (Private Person)

- 8.3.1.1. Full names of Owner
- 8.3.1.2. Street name and number
- 8.3.1.3. Complex name in Arundo if there is any
- 8.3.1.4. Complex number in Arundo if there is any
- 8.3.1.5. Street ID number or Valid Passport if the owner is a foreigner,
- 8.3.1.6. Business/ Work Telephone number
- 8.3.1.7. Home Telephone number
- 8.3.1.8. Cell phone number
- 8.3.1.9. Fax number
- 8.3.1.10. Private E-mail address
- 8.3.1.11. Work or business email address (optional)

8.3.2. Family Members, & Tenants, Estate Agent

- 8.3.2.1. Full names
- 8.3.2.2. Business Telephone
- 8.3.2.3. Work Telephone
- 8.3.2.4. Fax number
- 8.3.2.5. Cell numbers
- 8.3.2.6. Residential address
- 8.3.2.7. Email address
- 8.3.2.8. Business/ Work address

8.3.3. Next Of Kin (In Case Of an Emergency)

- 8.3.3.1. Full names
- 8.3.3.2. Business Telephone
- 8.3.3.3. Work Telephone
- 8.3.3.4. Fax number
- 8.3.3.5. Cell numbers
- 8.3.3.6. Residential address
- 8.3.3.7. Business/ Work address
- 8.3.4. Owner (A Juristic Entity, E.G. A Cc Or Company)
 - 8.3.4.1. A certified copy of the Director/s ID's/ valid Passports
 - 8.3.4.2. A certified copy of the Certificate issued by Capri
 - 8.3.4.3. Street name and number
 - 8.3.4.4. Complex name in Arundo if there is any
 - 8.3.4.5. Complex number in Arundo if there is any
 - 8.3.4.6. Business/ Work Telephone number
 - 8.3.4.7. Home Telephone number
 - 8.3.4.8. Cell phone number
 - 8.3.4.9. Fax number
 - 8.3.4.10. E-mail address
 - 8.3.4.11. Full names of the Person authorised to liaise and enter into legal contracts with the HOA.with the HOA on behalf of this entity.
 - 8.3.4.12. Delegation of Authority signed by the entity's Director/s.
 - 8.3.4.13. ID number of the person authorised.
- 8.3.5. Owner Organisation 'S Directors Details
 - 8.3.5.1. Full names
 - 8.3.5.2. ID / valid Passport numbers
 - 8.3.5.3. Telephone
 - 8.3.5.4. Cell numbers
- 8.3.6. Tenants, Estate Agent
 - 8.3.6.1. Full names
 - 8.3.6.2. Business Telephone
 - 8.3.6.3. Work Telephone
 - 8.3.6.4. Fax number
 - 8.3.6.5. Cell numbers
 - 8.3.6.6. Residential address
 - 8.3.6.7. Email address
 - 8.3.6.8. Business/ Work address

- 8.4 To pay their monthly levies on or before the 2nd of every month as decided from time to time by the Members of the Company.
- 8.5 Notify the Directors forthwith of any change of ownership or tenants in his / her stand.
- 8.6 Keep any overgrowth clear of electrified fence. This refers to members owning a stand adjacent to the perimeter Electric fence only.
- 8.7 Advise visitors, guests and residents allowed by him into the Estate of dangers pertaining to the electric fence. This refers to members owning a stand adjacent to the perimeter Electric fence only.
- 8.8 Recognize that Only Directors of Company in conjunction with the Security company may issue instructions to Security Staff.
- 8.9 Note that residence of the Sub complexes will have to abide by the HOA Company Rules in the same way as those in Free standing Houses. If anybody transgresses these rules, he will be attending a disciplinary hearing before the Board of Directors of the Company.
- 8.10 Notify the Directors and keep them informed as to the details of the Letting Agent, if any, who is acting on the member's behalf. Furthermore, a Member is obliged to inform their Letting Agents and provide them with an updated copy of the Company Rules.

9 RECONCILIATION OF RULES

- 9.1 Sub complexes rules must conform to the HOA Company Rules. Where there is a conflict of rules between the Arundo estate rules and a sub complex rule, Arundo estate rules will apply.
- 9.2 These rules may only be amended by a majority decision of the Company Directors.

10 COMPLAINTS / QUERIES / SUGGESTIONS

Written complaints, queries and/or suggestions must be handed in by owners/residents, in writing, to either of the trustees/ managing agent, or put in the box provided at the security office.

11 SECURITY

- 11.1 The security personnel have been contracted for the benefit of the residents. Residents should not interfere with their duties. No residents may issue instructions to Security Personnel.
- 11.2 Duties of Security:

- 11.2.1.1 Security officers will discharge their duties in accordance with these rules and the agreement entered into between their employer and the HOA.
- 11.2.1.2 Residents and members are permitted to give instructions to security officers, only directors may do so.
- 11.2.1.3 The visitor or guest must be the one who inform security who he is visiting and at which house; sub complex; or unit number.
- 11.2.1.4 Security will not be permitted to divulge information on members or residents to guests or visitors.
- 11.2.1.5 Owners or residents must inform Security on details of any contractors, domestic staff or gardeners working at their premises. Exact dates and duration of work must be provided in this instance.
- 11.2.1.6 Security will be authorised to question any unknown persons present in the Estate. Information given by the workers will be checked with the members/residents.
- 11.2.1.7 Security is allowed to verify with the owner or resident and take instruction from the owner or resident on this issue only.
- 11.3 Access by emergency SAPSA; Metro Police; SANDF vehicles must be given right of access without question. Security must follow and accompany such vehicle entering the Estate.
- 11.4 Access into Arundo Estate
 - 11.4.1 Members or residents must at all times open the boom by pressing digit 9 on their cell phone, after being called by Security officers, to give entrance to guests. Under no condition will the Security personnel be allowed to open boom gates for any guests.
 - 11.4.2 Furthermore, security guards are not allowed to open resident's entrance booms because a resident is a passenger, such a resident must open the boom herself.
 - 11.4.3 All unregistered members and residents will be treated as visitors and will be allowed access into the estate only after the registered resident within their homes have pressed 9 on their cell phones to open.
 - 11.4.4 All owners, residents, & registered estate agents must be registered on the residents register at the Arundo estate entrance.
 - 11.4.5 No owner or resident will be registered without an original green South African ID and the proof of offer to purchase signed by the registered seller.

- 11.4.6 No resident will be registered without a green South African original ID/ valid passport.
 - 11.4.7 Resident's registration date and time will be notified to members by estate directors from time to time.
 - 11.4.8 All owners; registered residents, & registered estate agents residents must open for themselves either the pedestrian or motor car access point.
 - 11.4.9 Unregistered residents & estate agents will not be allowed access into the estate unless confirmation of the name has been made with the owner or registered resident.
- 11.5 Bringing of private utensils; tools & equipment into Arundo estate by domestic staff, visitors & contractors must be:
- 11.5.1 All items brought into the estate must be declared to the security officer on duty at the security access point prior to gaining access to the estate.
 - 11.5.2 An item that need not be declared is a builder' s truffle the security officer must record the name, contact number and details of the private equipment brought into the estate on the security 's occurrence book.
 - 11.5.3 When the person who brought the private items into the estate wishes to remove them from the estate, the security officer must, refer to the original occurrence book entry to ensure that the correct equipment is being removed.
 - 11.5.4 The security officer must once again then make a new occurrence book entry detailing the equipment being removed and the name and contact number of the person removing the equipment.
 - 11.5.5 Should there be any discrepancy; the security officer must not allow the equipment to be removed until the discrepancy has been satisfactorily resolved.
 - 11.5.6 Should contractor/ domestic worker contravene these rules; directors reserve the right, if justified, to refuse such domestic worker entry to the communal property after notifying the employer.
- 11.6 Access into Arundo estate by contractors & domestic staff:

- 11.6.1 Contractors and domestic staff must stop working at 16:45 and leave the estate no later than 17:30, unless the owner has informed security.
- 11.6.2 Contractors may work weekends excluding Sunday if the owner of a stand or a unit has informed security.
- 11.6.3 No entry into the estate by contractors & domestic staff without an original green RSA ID; RSA driver's licence; or a valid passport.
- 11.6.4 No contractors & domestic staff are allowed to come in the estate inside the motor vehicle through the motor cars gate; the driver must pass through alone without passengers.
- 11.6.5 The occupants of the vehicle must use the pedestrian entrance gate and be counted and they must be signed in and declare their possessions, excluding the builder's truffle.
- 11.6.6 Where confirmation could not be secured from an owner or resident, security is instructed by the board of directors not to allow such contractors & domestic staff entry into the estate.
- 11.6.7 Where confirmation is secured from an owner or resident security is instructed by the board of directors to allow entry into the estate after signing a register with full details required.
- 11.6.8 Contractors & domestic staff must adhere to all Company Rules from the time they enter the Estate until the time they leave the Estate.
- 11.7 Access into the estate by food delivery
 - 11.7.1 Treat food delivery staff like visitors, and seek permission to let them into the estate from owner or registered agent.
- 11.8 Access into the estate by delivery vehicles
 - 11.8.1 Delivery vehicles are allowed from 7:00 am until 18:30 from Monday to Saturday;
 - 11.8.2 Delivery vehicles are allowed from 10:00 am until 14:00 on Sunday
 - 11.8.3 Treat delivery vehicles occupants like visitors/ guests, and seek permission to let them into the estate from owner or registered agent.
 - 11.8.4 If no permission is granted from members/residents, no entry into the estate will be granted.
- 11.9 All attempts at burglary or instances of breach of the perimeter fence must be reported to a member of the security staff and/or Director of the company immediately.
- 11.10 Residents are encouraged to cultivate a Security consciousness at all times. Unless the security procedures are adhered to and meticulously enforced,

there will be no benefit in the implementation thereof. Residents should be on the lookout for suspicious individuals that do not display formal ID cards and report it to the security personnel.

- 11.11 Residents are encouraged to, as soon as they have taken occupation of their homes, to install a reputable security system and to link such system as designated by the HOA from time to time.
- 11.12 Should residents purchase burglar alarm systems for their residences, they are required to be compatible with the electronics of the Complex security system.
- 11.13 The Complex will be manned by security 24 hours a day, and patrolled on a random basis.

12 INFLAMMABLE GOODS AND SAFETY OF PROPERTY

- 12.1 A resident shall not store any material, commit or allow to be committed by his visitors/guests/ contractors any dangerous act in the stand or on the Communal Property which will or may increase the rate of premium payable by the Company on any other insurance policy.
- 12.2 It is strictly prohibited to throw cigarettes, cigarette stubs, matches, etc. out of windows or anywhere on the common property.
- 12.3 Braais may only be held in areas where it is safe to do so and where it will not cause a nuisance to neighbors.
- 12.4 No owner or occupier of a section shall discharge or allow to be discharged any firearm (as determined by the Act on Arms and Ammunition) in any section or any part of the common property.
- 12.5 No owner or occupier of a section shall carry a firearm on the common property in such a manner as to be visible to other people.

13. SILENCE

- 13.1 All owners/residents are responsible for controlling their guests and visitors.
- 13.2 No unnecessary disturbances or the use of such things as car hooters shall be allowed.
- 13.3 Radios, television sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other residents or the public.
- 13.4 There must be complete silence after 22:00 on Weekdays, 22:00 on Fridays and Saturdays.
- 13.5 On Sundays complete silence must be maintained 24 hours.

- 13.6 Any gathering held in the complex should be contained within the stand or complex unit at all times.
- 13.7 Residents/members must notify their surrounding neighbours 7 days in advance of any social gathering that could cause an inconvenience to them.
- 13.8 No fireworks or crackers are allowed within the complex.
- 13.9 No owner or occupier of a section shall make or allow to be made an unwarranted noise at any time, so as to disturb or cause nuisance to the occupiers of other sections. This includes noise from parties, sound systems, television sets, musical instruments and domestic noises in terms of section 44 of the Act.
- 13.10 If a complaint is received concerning the level of noise it must be reduced to an acceptable level immediately.

14 CHILDREN

- 14.1 Children below the age of 13 must not leave the estate unaccompanied by an adult (unless they are in school uniform going to school):
- 14.2 Parents are responsible for the safety of their children on the common property.
- 14.3 For their own safety, children should not play on the driveways outside their properties.
- 14.4 Residents and visitors' children shall be controlled and supervised in order to avoid damage to the communal property and inconvenience and distress to other occupants.
- 14.5 Residents must ensure that their children do not tamper with electrical switches, taps, post boxes, name plates, trees, plants, adornments and other fittings including garden items.
- 14.6 Ball games shall not be permitted on the communal property.
- 14.7 Children are not allowed to play near or around motorcars parked on the communal property.
- 14.8 Skating or the use of skateboards on the communal property is strictly prohibited.
- 14.9 When playing on the communal property, children may not damage the plants or flowers.
- 14.10 No bb guns, ketties or pellet guns are allowed to be used in the complex.

15 MOTOR VEHICLES AND PARKING

- 15.1 No taxi or public vehicle will be allowed to enter the estate entrance unless it is school transport.
- 15.2 No resident/visitor may park or leave, or allow a vehicle to be parked on the communal property, including communal lawn or in the thoroughfare(s) for vehicles.
- 15.3 Visitors and guests are not allowed to park on the street and on the street lawns.
- 15.4 Only designated parking areas may be used by guests.
- 15.5 The directors reserve the right to have a vehicle towed away that is parked on an unauthorised area, at the cost and risk to the owner of the vehicle. Costs incurred of removing the vehicle from the premises will be billed to the levy account of the relevant owner.
- 15.6 Residents of stands shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the common property or in any other way deface the common property.
- 15.7 If a vehicle drips oil or brake fluid, owner of such a vehicle and the owner of a unit where that vehicle stays or visited, will be asked to clean it up, and if not cleaned within reasonable period of time the HOA will clean on their behalf and the unit owner will pay the bill with the subsequent levy amount.
- 15.8 Residents shall not be permitted to dismantle or affect major repairs to any vehicle on any portion of the communal property.
- 15.9 No motor wrecks may be kept on the communal property or on the sidewalks.
- 15.10 Any damage caused as a result of unauthorised parking will be for the owner of the vehicle and no liability is accepted for any damage caused whilst a vehicle is parked in an unauthorised area.
- 15.11 Parking of vehicles in entrances to the communal property or in areas giving access to garages and causing obstruction by doing so is strictly forbidden. Vehicles so parked may be towed away at risk and expense of the owner thereof.
- 15.12 Vehicles may only be washed inside the owner's stand or at designated parking bays (sub complexes' rules will apply for those in small complexes within Arundo.
- 15.13 Vehicles may not be driven at a speed in excess of 20 km per hour on the communal property.
- 15.14 Fine for exceeding speed limit:
 - 15.14.1 First offence: R1000.00;

15.14.2 Second offence: R1750.00;

15.14.3 Third offence: R3000.00

- 15.15 Vehicles must be driven as quietly as possible on the communal property and vehicle music systems must not be played at a volume that disturbs residents while driving through the complex.
- 15.16 Motor hooters or other audible warning devices (excluding burglar alarms) may not be used on the communal property.
- 15.17 The home owner's association reserves the right to place a wheel clamp and sticker on all vehicles entering Arundo estate, whereby the vehicle is deemed to be illegally parked. All costs associated will be for the relevant owner of the vehicle and will be debited to the levy statement of the unit associated with the illegally parked vehicle.
- 15.18 The home owner's association will not accept any liability for any damages caused to vehicles should a wheel clamp and sticker be attached.
- 15.19 The restrictions at the entrance gate for vehicles are a height of 2,5m and weight of 5 tons.
- 15.20 Driving speed within the Estate shall at all times be no more than 20kms per hour.
- 15.21 No owner or occupier of a section shall be permitted to drive a vehicle on the common property without a valid driver's license for that vehicle.
- 15.22 No owner or occupier shall drive, or allow to be driven, any vehicle on the common property in any manner that may be dangerous to either himself or to anyone else or to any property.

16 BICYCLES, MOTOR CYCLES, ETC.

- 16.1 Bicycles, motor cycles, tricycles, roller skates, skate boards, caravans, trailers and boats etc may not be left anywhere on the communal property.
- 16.2 Residence are not allowed to play with motor cycles and quad bikes within the estate.
- 16.3 Children are allowed to play with children bicycles & tricycles within the estate.

17 LAUNDRY

- 17.1 No washing line/ washed clothes / carpets/ rugs any item may be hanged or displayed on the front walls or street side within the estate.
- 17.2 Washing is hung out at own risk, and at the backside of the building.

- 17.3 Carpets and rugs shall not be shaken, dusted or brushed outside a stand/unit.
- 17.4 An owner or occupier of a section shall hang washing or laundry or any other items only in his/her area in a manner that is not aesthetically displeasing or undesirable when viewed from the outside of the section.

18 ANTENNAS/SATELLITE DISHES

- 18.1 All antennas and dishes must be installed professionally and must be tightly affixed to the walls.
- 18.2 All loose antennas and satellite dishes will be removed by the HOA and the owner will pay for the removal costs

19 REFUSE DISPOSAL

- 19.1 Arundo HOA does not remove refuse from private units/ body corporate stands within the estate. Every owner and body corporate has individual refuse removal contract with Tshwane municipality.
- 19.2 Every owner must ensure his bin is washed to prevent bad odour.
- 19.3 Refuse bins must be placed outside the stand on Thursday morning and be returned into the stand same day the municipality collects refuse.
- 19.4 The municipality will collect refuse only from your refuse bin, if you have extra boxes; extra building rubble; extra plastics outside your refuse bin, you need to hire a private bakkie, carry the extra refuse to either green municipality dumping ground at Rooihuiskraal road, or to the Tshwane building rubble dumping ground.
- 19.5 An owner must order a refuse bin from the municipality immediately after the property is registered in his name.
- 19.6 The estate will charge a refuse bin penalty to all members who do not have a refuse charge on their municipality account, until they can prove such a charge to the managing agent.
- 19.7 Refuse or refuse containers may not be visible on the communal property except in specially designated areas.
- 19.8 Refuse or refuse containers may be visible outside the stand only during municipal refuse collection date.
- 19.9 An occupant of a stand shall –
 - 19.9.1 Within his stand, maintain in a hygienic and dry condition, a receptacle for household refuse;

- 19.9.2 Ensure that before refuse is placed in the waste bins provided such refuse is placed in refuse bags. Tins or other containers should be completely drained.
- 19.10 Rubbish may not be handled contrary to the regulations of the local municipal authority, e.g. broken glass must be wrapped in a double layer of newspaper before being disposed of. Cardboard boxes must be torn up before being placed in the waste bins as the municipality will not remove unbroken boxes.
- 19.11 Littering on the common property or on the property of others is strictly prohibited.
- 19.12 Residents shall ensure that contractors attending to maintenance or improvements to their stand on their behalf do no litter on the communal property.
- 19.13 Persons leaving rubbish on any part of the communal property or public areas surrounding the property are liable to prosecution under the municipal health regulations.
- 19.14 No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes.
- 19.15 Residents shall be responsible for clearing blocked drains in their stands.
- 19.16 Ensure that all broken glass and sharp objects are securely wrapped in newspaper before being placed on the complex gate or stand entrance.
- 19.17 Where refuse is of such a size or nature that it cannot be removed by the normal Service the owner shall make special arrangements with the local authority or a private Contractor for the removal thereof and all costs thereof shall be for the owners account.
- 19.18 The disposal of any domestic animal carcass shall be the responsibility of the owner through private arrangement and the costs thereof shall be for the owners account. 3.4 Residents shall ensure that contractors attending to maintenance or improvements to their section on their behalf do no litter on the common property.

20 EMPLOYEES OF THE ARUNDO ESTATE HOA

- 20.1 No one is allowed to interfere with the HOA employees.
- 20.2 HOA employees receive orders from the directors only.

21 HAWKERS

No hawkers shall be allowed inside Arundo estate, in front of the entrance, and around

the outside fencing wall perimeters leading to the street tar road.

22 PETS

- 22.1 No more than two domestic animals per unit are allowed.
- 22.2 Every pet must have a name tag around its neck, and all animals without tags will be taken out of the estate complex by security.
- 22.3 All animals roaming around the estate will be taken out of the estate complex by security.
- 22.4 A full-grown animal may not be bigger than allowed by the SPCA for your specific garden area.
- 22.5 Cats and bitches must be sterilized and where required by statute, licensed. These certificates must accompany your application and be kept available for enquiries or inspection purposes.
- 22.6 The animal will be restricted to the boundaries of the owner's unit and the unit must be enclosed.
- 22.7 Dogs shall not be permitted on the communal property unless carried or leashed. All pets are to have a collar with their name and a contact telephone number of the owner. If not, it will be considered a stray.
- 22.8 Cat litter trays shall not be left on the communal property and cat litter shall be sealed in bags before disposal.
- 22.9 Aviaries and accommodation for other approved pets may not be erected on the communal property or, in such a manner as to be conspicuous or offensive to other residents or the public.
- 22.10 All cats must be neutered as soon as they reach a mature age, and a copy of the certificate must be forwarded to directors.
- 22.11 When selecting a pet, please take into consideration your pets' needs, i.e. Area required for size of pet. Should complaints be received regarding your pets' needs not being taken into consideration, the directors may withdraw or withhold permission to keep the pet.
- 22.12 Owners will be liable to pay for any damage caused by their pets.
- 22.13 Should you spot a dog/cat not wearing a collar, a color postcard size photograph of the Animal must be submitted to the trustees with the name and section number of the owner and the name of the pet written on the back.
- 22.14 Local authority by-laws relating to pets must be complied with i.e. licensing, numbers, Rabies inoculations, etc.

- 22.15 Dogs/Cats must be kept in an adequately contained area within the owner's property and when outside the dog must at all times under the control of a responsible person.
- 22.16 Stray pets will be handed over to SPCA and any costs incurred will be for the owner's account.
- 22.17 The owner of any dog that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience.
- 22.18 Dogs/Cats waste matter must be disposed of in a hygienic manner (placed in a plastic bag tightly tied and placed in the refuse container and may not be left on the common property.
- 22.19 The owner must ensure that his dog is in good health and free of ticks and fleas or any other pests.
- 22.20 If the dog is in any way sick or injured, the owner must ensure that the pet receives immediate medical attention.
- 22.21 In the case of infectious diseases, the dog must be removed from the complex immediately.
- 22.22 Should complaints be received regarding your animal needs not being taken into consideration; the trustees may withdraw or withhold permission to keep the pet.
- 22.23 Dogs/Cats may not be left unattended for unreasonable amounts of time in a residence and suitable arrangements (e.g. engaging a friend or house sitter) must be made, or pets must be taken to a kennel outside of the complex.
- 22.24 All dogs and cats need to be sterilised as soon as they reach a mature age. Upon request from the trustees a certificate of compliance must be presented.
- 22.25 The trustees may prescribe any reasonable condition for the keeping of any animal.
- 22.26 Dogs/Cats may not be allowed to be a nuisance or cause a disturbance or annoyance to other residents in any manner, including barking, howling.
- 22.27 Any animal, being in the complex in contravention of these rules shall be removed forthwith on notice from the trustees. Any costs incurred will be for the owner's account.

23 GARDENS AND LAWNS

- 23.1 Owners are obliged to keep the stands/ units interior clean and neat.
- 23.2 Failure to do so will compel the association to clean and claim compensation from the owner, such claim is due and payable with the next levy payment.
- 23.3 Every private stand or complex to water the common area lawn on the street side adjacent to his / her stand / complex.
- 23.4 Arundo estate is responsible to trim and all common area lawns, trees, and flowers.
- 23.5 Home owners are responsible to water all common area lawns, trees, and flowers, surrounding their stand/ complex.
- 23.6 Owners or occupiers may not plant anything in the common property that may damage the plaster, paint, walls, or roofs of any part of the complex. If they do, they will be held liable for all costs of repairing said damage. Plants must be kept clear from any security devices such as the perimeter fence. This applies to the private garden areas as well.
- 23.7 Owners or occupiers are required to maintain their private garden areas on a regular basis.
- 23.8 Arundo HOA will compelled to enter private stands after a 7 day notice to the owner to maintain the garden and recover costs from the owner should the owner fail to discharge his garden maintenance obligations.

24 BUSINESS AND OTHER ACTIVITIES

- 24.1 No business, profession or trade may be conducted on the communal property or in any stand without the approval of the board of directors.
- 24.2 No auctions or jumble sales may be held on the communal property or in any stand without the prior written permission of the directors.
- 24.3 Hobbies causing a disturbance or nuisance are prohibited.

25 EXTERNAL APPEARANCE

- 25.1 No decorations may be attached to a common property.
- 25.2 No obstructions shall be placed on walkways or any portion of the communal property.
- 25.3 The owner or occupier of a section shall not place or do anything on any part of the common property, including patios and fences which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

- 25.4 No awnings, either of a temporary or permanent nature may be installed without the prior approval of the trustees.

26 EQUIPMENT AND INSTALLATIONS

- 26.1 No Wendy house may be delivered or erected within the estate without written approval from the board architectural & aesthetics committee. No one is allowed to erect a Wendy house which is more than 1.5 meters high. No shacks allowed. No Wendy house roofed with IBR or corrugated iron sheets.
- 26.2 Fire-fighting equipment (if applicable) may under no circumstances be used for any purpose other than that for which it is intended. Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose will be liable for prosecution by the fire department but will also be made to pay for the hose to be resealed by the fire department.
- 26.3 Under no circumstances may occupants tamper with or have work done on the above systems and installations serving the communal property. Any defects noticed by occupants must be reported to the directors.
- 26.4 Under no circumstances, may an owner or tenant erect any temporary or permanent structure in any stand of the boundaries of Arundo estate without the written approval of the directors. The removal of such structure will be for the owners' account and will be added to the monthly levy.

27 SIGNS AND NOTICES

- 27.1 No resident/owner shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the communal property or of a stand so as to be visible from outside the stand, without first obtaining the written consent of the directors.
- 27.2 Property Sales Agents are required to deposit an R5000.00 fee per year to qualify to display for sale signs within Arundo Estate. The said R5000.00 will also qualify such Sales Agents to have biometric access to Arundo Estate when bringing in prospective clients. The said R5000.00 will be used to repair boom gates that are always up and down the whole day servicing Sales Agents clients.
- 27.3 Notwithstanding the above, a unit that is on sale may have one "For Sale" sign at the entrance gate only. The sign must be placed so as not to

obscure any person's vision or path and must be professional in appearance.

28 ERADICATION OF PESTS

- 28.1 An owner/resident shall keep his/her stand free of pests and insects, such as mice, rats, white ants, borer and other wood-destroying insects and to this end shall permit the directors, the managing agent and their duly authorised agents or employees to enter the stand and take such action as may be reasonably necessary to eradicate such pests.
- 28.2 The costs of the inspection and eradicating any such pests as may be found within the stand, replacement of any woodwork or other material forming part of such stand that may be damaged by any such pests, shall be borne by the owner of the stand concerned.

29 PENALTIES AND LEVIES

- 29.1 Levy is payable before the 2nd of every month to allow the HOA to pay monthly costs on time, any levy paid after this date will be charged R50.00 late payment fee and R100.00 reconnection fee for biometric system.
- 29.2 Special levy can only be requested if it is approved by the home owner's general meeting.
- 29.3 Should residents persistently disregard these rules, they may be fined and/or summoned to appear before the board of directors.
- 29.4 Should such occupant be a tenant the owner will be advised and should the tenant continue to disregard the rules the board of directors reserves the right to evict such tenant.
- 29.5 Penalty charged is due and payable together with the next levy invoice.
- 29.6 Should it be necessary for the directors to act against any owner or resident, such owner or resident shall be liable for all legal costs, on an attorney and client scale, as well as collection commission and administration costs.
- 29.7 Fines will be issued on the following scale:
- 29.7.1 Tampering with electricity meter: as per Tshwane prescribed penalty fees
- 29.7.2 Tampering with water meter - Matter to be referred to municipality legal dept
- 29.7.3 Reckless driving / wheel spinning / speeding:
- 29.7.3.1 First offence: R1000.00,
- 29.7.3.2 Second offence: R2000.00

- 29.7.3.3 Third offence: R3000.00
- 29.7.4 Loud voices or music from unit; braai area; motor vehicle; unnecessary car revving after set hours (Monday to Thursday: 20:00, Friday and Saturday: 22:00, Sunday: 24 hours – no loudness)
 - 29.7.4.1 First offence: R500.00;
 - 29.7.4.2 Second offence: R1000.00
 - 29.7.4.3 Third offence: R1000.00
- 29.7.5 Illegal parking.
 - 29.7.5.1 First offence: R500.00
 - 29.7.5.2 Second offence: R1000.00
 - 29.7.5.3 Third offence: R2000.00
- 29.7.6 Littering and dumping of waste, refuse; construction rubble; gardening rubble inside the estate or outside its perimeter fencing wall
 - 29.7.6.1 First offence: R3000.00,
 - 29.7.6.2 Second offence: R6000.00
 - 29.7.6.3 Third offence: R9000.00
- 29.7.7 Hanging washing or laundry on areas not designated for hanging washing. For instance, balcony; walls, etc. (Sub complexes will make their own rules.)
 - 29.7.7.1 First offence: R500.00,
 - 29.7.7.2 Second offence: R1000.00
 - 29.7.7.3 Third offence: R2000.00
- 29.7.8 Washing of car outside of your stand on common property.
 - 29.7.8.1 First offence: R1000.00,
 - 29.7.8.2 Second offence: R2000.00
 - 29.7.8.3 Third offence: R3000.00
- 29.7.9 Other offences: at the discretion of the directors.
- 29.7.10 Erecting of illegal structures: double of the monthly levy will be rendered until the structure is removed. Removal of such structure will be for the owner's account.
- 29.7.11 Building without Arundo HOA approval shall attract a fine of R5000.00.
- 29.7.12 Building with a paint color not approved by the HOA shall attract a fine of R5000.00 together with an order to repaint.
- 29.7.13 Parking a car on common property for more than 12 hours shall attract a fine of R1000.00 plus towing costs.

- 29.7.14 Public violence shall attract a fine of R8000.00
- 29.8 The directors reserve the right to adjust the fines at their discretion, depending on mitigating, extenuating or aggravating circumstances submitted and proved by both sides.
- 29.9 All levies are payable in advance on the first day of each month.

30 EXIT RULES & PROCEDURES

- 30.1 Members & registered residents & agents
- 30.1.1 Must declare items to be carried out of the estate. These items must be recorded on the security OB book.
- 30.1.2 Residents must open the boom for themselves at the main gate.
- 30.2 Visitors, domestic , delivery vehicles & contractors
- 30.2.1 Must report to security when they leave the estate.
- 30.2.2 No domestic staff & contractors are allowed to leave the estate with scrap or abandoned properties.
- 30.2.3 Vehicles must be searched on exit to see what comes in or out of the estate.
- 30.2.4 May not enter the estate with tools without declaring them.

31 WATER

- 31.1 No one is allowed to wash their cars outside his stand or, outside the allocated parking bay, and on the communal property
- 31.2 No one is allowed to use communal water, except HOA employees.

32 LETTING AND RESELLING PROPERTY

The following rules relating to the re-sale or letting of property shall apply:

- 32.1 Should an owner want to sell or lease his property, only an accredited complex agent may be selected to manage the sale or lease.
- 32.2 The accredited agent and the owner must ensure that the buyer and/or tenant is informed of and receives a copy of these company rules. These rules must be attached as an annexure to any deed of sale or lease agreement.
- 32.3 A clearance certificate must be obtained from the HOA at a cost prior to any transfer of the property.
- 32.4 No property may be let or utilized for the purpose of a commune.
- 32.5 Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee. Agents are not permitted to

erect any "for sale" or "show house" or "to let" signage boards without the permission of the hoa.

- 32.6 The purchaser acknowledges in the deed of sale that, upon registration of the property into his/her name, he/she becomes a member of the HOA and agrees to be subject to the memorandum and company rules of the HOA.
- 32.7 Such lease shall be subject to these rules. A copy of these rules shall be part of such lease and the lessee shall bind himself/herself by signing such copy. Upon signature of such lease. The lessee acknowledges that, upon occupation of the leased premises, he and his family, his visitors and servants shall adhere to all rules and regulations as contained in this document.
- 32.8 Where tenants continuously breach the rules of the complex the members can be requested to terminate the lease agreement and or be held for the maximum fine allowed under these rules. This clause must be written into the lease agreement.
- 32.9 All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 32.10 The owner must inform the tenants of the rules of the estate and any contravention of the rules by any tenant shall be deemed to be a contravention by the owner.
- 32.11 Owners must furnish the managing agent and the trustees with full information in
- 32.12 Respect of their tenants.
- 32.13 Names are required for entering on the register of residents and for security identification.
- 32.14 An owner must have satisfactorily settled all outstanding funds due to the body corporate prior to transfer of his unit to the purchaser.

33 COMPLETION OF BUILDING

- 33.1 **EXISTING STANDS:** To have houses built on them and completed 24 months from the AGM date.
- 33.2 **STANDS bought after the AGM:** To have houses built on them and completed 24 months from the deeds registration date.

34 BUILDING / BUILDING PLANS AND ALTERATIONS

The following rules apply should building and/or alterations be planned:

- 34.1 No building or extension to an existing structure may be done without approval by the local municipality and the HOA.
- 34.2 Building plans are to be submitted as well as a time schedule with regard to the duration of the building project.
- 34.3 Approved plans from the city council must be obtained before any work commences at the unit.
- 34.4 The alterations must be esthetically approved by the directors.
- 34.5 Owners must take responsibility for the removal of all building rubble on a regular basis.
- 34.6 Owners must take full responsibility for damage caused to communal property as a direct result of the contractors working on site.
- 34.7 An amount of R10 000.00 must be paid to the HOA as a refundable deposit. After completion of the unit the directors will do an inspection; a copy of the deposit slip to be forwarded to the directors.
- 34.8 The owner must inform all the contractors that ID documents of the workers must be left at the security gate for access control and security purposes.
- 34.9 The owner must obtain signatures of all his direct neighbors.
- 34.10 An owner or person must submit changes and / or alterations as follows:
 - 34.10.1 It must be in writing; and it must be accompanied by specifications indicating the nature, kind, shape, size, height, materials, color, and location, as the case may be, of the proposed alterations, extensions or additions.
 - 34.10.2 Where any alteration and/or addition must comply with Municipal Council regulations the applicant must first, submit an application for an alteration and/or addition to the trustees.
 - 34.10.3 Provisional approval will then be given, and then Plans must first be submitted to Arundo HOA before submission to the local authority or municipality for approval.
 - 34.10.4 Only then may the actual building thereof proceed.
- 34.11 Permission will only be given if the alteration and/or addition conforms to the standards and conditions as set by the Arundo HOA, comply with the terms of the Act, as well as with the Municipal Council by-laws.
- 34.12 If any sewerage and/or water pipes must be dug up for maintenance purposes by order of the Estate HOA, and a structure and/or flooring has

been built over such a Pipeline, the owner of the structure and/or flooring will be responsible at his own cost for the restoration of the structure and/or flooring.

- 34.13 The trustees reserve the right to require a certificate signed by the contractor, that the alterations, extensions or additions conform in all respects to the relevant municipal By-laws and building codes.
- 34.14 Electrical alterations and installations shall be accompanied by a certificate of compliance.
- 34.15 It shall be the responsibility of those person(s) having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.
- 34.16 The person(s) having the work done shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the common property be left in a dirty, littered or spoiled condition on completion of such work. Any damage caused to common property during repairs and or alterations will be for the owner/tenants expense.
- 34.17 An owner or occupier of a section may not ruin, deface, or alter any part of the common property so as to cause damage.
- 34.18 Should any damage of whatever nature be caused to the common property, by an owner, his family, his tenants or his visitors, such owner shall be liable to reimburse the Estate HOA for the cost of repairing such damage.
- 34.19 Each owner is responsible for the repair and maintenance of any alteration and/or addition made to his fence wall, including painting inside walls and outside fence walls.
- 34.20 Each owner is responsible for the arranging of, and payment for, any additional insurance required over and above the insurance cover for each section agreed on at the Annual General Meeting.

35 SEWER / WASTE PIPES / WATER DRAINS

- 35.1 No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down drain pipes. Owners shall be responsible for clearing blocked drains that is the result of such action.

35.2 Foreign objects such as nappies, newspapers, sanitary towels, toys, etc., must not be flushed down toilets.

36 GENERAL

36.1. No section may accommodate more than two people per bedroom at any given time, i.e. for tenants, no more than 4 people per 2-bedroomed section and no more than 6 people per 3-bedroomed section. A bedroom shall mean a room indicated as a bedroom on the plan of the house.

36.2. No meat, skin, fish or carcass may be hung up to dry or cure within the complex boundaries.

37 CONCLUSION

It is hoped that with co-operation and loyalty to the rules and code of conduct set out above, all residents will experience a harmonious and happy life at Arundo Estate.

Company rules as proposed and approved by the board of directors



Chairman of the board

25-09-2013

Date