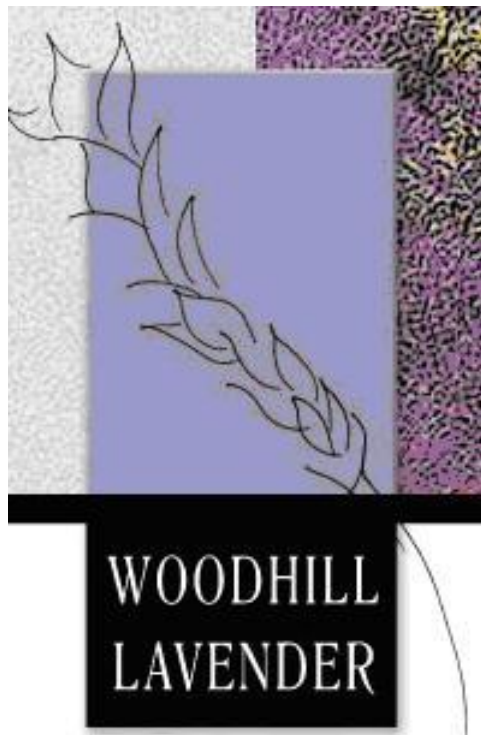


WOODHILL LAVENDER ESTATE

RULES of the HOMEOWNERS' ASSOCIATION



Revised - effective 1 May 2015

WOODHILL LAVENDER ESTATE HOA RULES

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1 INTRODUCTION

- 1.1. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate. General consideration of all residents by and for each other is a prerequisite for harmonious relations within the Estate.
- 1.2. The principal objective of these Rules is to preserve and enhance the security, aesthetics and environment for the common good of the Woodhill Lavender community, whilst at the same time protecting the financial interests of Home Owners.
- 1.3. The Rules have been established in accordance with the Memorandum of Incorporation of the Woodhill Lavender Home Owners Association (hereinafter referred to as HOA, a pre-existing Non-Profit Company with members), as defined in the Companies Act, 71 of 2008. These Rules are binding upon all members of the HOA, residents, visitors, employees and / or contractors of residents in the Estate, as is any decision taken by the Board of Directors (hereafter referred to as Board) in interpreting these Rules.
- 1.4. The owners of the properties at the Estate are responsible for ensuring that members of their families, their tenants, visitors, friends and employees and contractors abide by these Rules.
- 1.5. These Rules are subject to change from time to time at the discretion of the Board, who will cause any such additions or amendments to be ratified at a subsequent Annual General Meeting or by means of a Board Resolution, as the Board may deem fit.
- 1.6. The decision of the Board is final and binding in respect of the interpretation of these Rules.
- 1.7. The Rules pertaining to tenants, visitors, contractors and employees (including the stated fines) shall be implemented by the Board, or persons duly delegated with the appropriate responsibilities to act on behalf of the Board
- 1.8. In these Estate Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Articles of Association shall bear the same meaning in these Estate Rules as in the Articles.
- 1.9. Unless the context otherwise requires, any words importing the singular number only shall include the plural number and vice versa, and words importing any one gender only shall include the other gender as well as juristic persons.

2 RULES OF THE STREETS

- 2.1. The streets of the Estate are for the use of all residents, whether it be on foot, bicycle, motorcycle or any other licensed vehicle. It is to be noted that bicycles, motorcycles or licensed vehicles are considered to be part of the street environment, but not necessarily the dominating factor.
- 2.2. All roads within the Estate are subject to the relevant road traffic ordinances and / or by-laws.
- 2.3. The speed limit is strictly restricted to a maximum of 30 km per hour or as specifically indicated by the Speed Limit Signs. Any form of reckless driving will be fined.
- 2.4. Unless contradicted by the express provisions stated hereunder, the local Road Traffic Ordinances regarding road and street usage shall apply, and may be enforced by the Board as is specifically stated herein.
- 2.5. Parents are responsible for ensuring that their children are made aware of the dangers relating to the use of streets and must take responsibility for their children's safety, including when they are using bicycles, skateboards, scooters (manual or electric), roller-blades or roller-skates.

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- 2.6. Engine powered vehicles, e.g. cars, four-wheelers and motorcycles are permitted to drive on the streets of the Estate only. Grass and pavements are off-limits for engine powered vehicles.
- 2.7. Only properly licensed drivers are permitted to operate engine powered vehicles in the Estate in accordance with the provisions of their respective license.
- 2.8. Parking on sidewalks and in the streets opposite traffic islands or non-demarcated areas, is prohibited. Vehicles may not be stopped or parked, for any duration of time, on any road or grass area within the Estate
- 2.9. Pedestrians have the right of way. Motorists are reminded to always approach crossings with caution. Pedestrians shall only use the Pedestrian Gate to enter or exit the Estate. Their biometric data must be registered with the Estate Manager in order to obtain said access.
- 2.10. The use of motorcycles or other vehicles with noisy exhaust systems, save for entering or exiting from the Estate, is prohibited.
- 2.11. Only licensed and roadworthy vehicles, which would be permitted to be operated on public roads, are allowed to be used in the Estate.
- 2.12. The use of vehicle sound systems in parking and/or common property areas, are prohibited.
- 2.13. Walkways and sidewalks are for the exclusive use by pedestrians. The use of motor cycles, bicycles, four-wheelers, skateboards, roller-blades or roller-skates on any walkway, sidewalk, is prohibited. The use of skateboards, roller-blades or roller-skates on streets is specifically prohibited unless under supervision by an adult.
- 2.14. Any damage caused to the curb side, traffic signs, lamp posts and other road markings, shall be for the account of the person/persons who caused the damage or the persons who are responsible for their actions.
- 2.15. The offender / person who is responsible for the offender's actions shall be given a maximum of 7 days to fully rectify the damage referred to in paragraph 2.14 above, failing which the Board, through its authorised representatives, shall be entitled to repair the damages, which repair will be for the account of the relevant offender / person who is responsible for the offender's actions.
- 2.16. Visitors and residents using the common property parking areas may only use such areas for a maximum period of 12 hours, unless expressly authorised by the Board, through its authorised representatives, to use such parking areas for longer.
- 2.17. The Board, through its authorised representatives, has the authority to clamp the wheels of vehicles not parked and/or stopped in accordance with the provisions of the Rules of the streets and to apprehend and fine persons who disregard the Rules of the streets.
- 2.18. The fine to be levied in terms of the Rules of the streets, will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence or to release a wheel clamp referred to in paragraph 2.17 above.

3 GOOD NEIGHBOURLINESS

- 3.1. Any business activity or hobby that could cause aggravation or nuisance to fellow residents may not be conducted from any property. Auctions and/or jumble sales are strictly forbidden.
- 3.2. No business may be conducted from any property or on the Estate common property without the expressly written consent of the Board. Any person wishing to conduct business, either

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from a Sectional Title Complex unit or anywhere else in the Estate, shall apply for permission to the Board in writing. Such business operations must adhere to the criteria and conditions as specified by the Board and to local municipal by-laws. The business area may not exceed a maximum of 9 m² of constructed floor area. Approval will be for a maximum of two years after which a new application must be made to the Board, and any deviation from the written submissions of the owner concerned shall immediately entitle the Board to revoke such permission.

- 3.3. In making a decision with regard to the written consent referred to in paragraph 3.2 above the Board must consider:
 - 3.3.1. What impact the proposed business will have on the Estate security?
 - 3.3.2. Would the proposed business be exclusively for residents or also for non-residents?
 - 3.3.3. What impact the proposed business will have on traffic into the Estate and Sectional Title Complexes?
 - 3.3.4. What impact it will have on the noise in the Estate?
 - 3.3.5. Will it impact negatively on the neighbouring units or Sectional Title Complexes?
 - 3.3.6. Will it have a negative impact on the security of the Estate?
 - 3.3.7. Will it fit in with the general character of the Estate?
 - 3.3.8. What impact will it have on the investments within the Estate?
 - 3.3.9. Have the neighbouring units or Sectional Title Complexes consented to the business?
 - 3.3.10. Will there be sufficient parking available for the business?
- 3.4. The volume of music or electronic instruments or social activities must be kept at a level so as not to create a nuisance to neighbours. Whether or not any activity amounts to a nuisance shall be determined by the Board with reference to the purpose and objectives of these Rules.
 - 3.4.1. Burglar alarms must comply with any regulations, which the HOA may institute from time to time.
 - 3.4.2. All vehicles, but particularly motorcycles, must have efficient silencer systems.
 - 3.4.3. The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited before 08h00 and after 13h00 on the following days: Sundays, New Year's Day, Easter, Christmas and Family Day [26 December]. All building work, whether undertaken by a contractor or by the home owner, must be done during the hours stipulated by the HOA from time to time for building contractors, unless written approval for an exception is given by the HOA.
 - 3.4.4. All undue noise must cease between 17h00 and 08H00, and no noise/music will be tolerated after 22:00
- 3.5. The use or maintenance of any power tools, mechanical or electrical device e.g. power saws, lawn mowers, drills, vacuum cleaners, etc may only be undertaken between the following hours:
 - 3.5.1. Monday - Friday (07:00 - 18:00)
 - 3.5.2. Saturdays (08:00 -13:00)
 - 3.5.3. Sundays and recognised Public Holidays shall be quiet before 09h00 and after 12h00.
- 3.6. Washing lines must be suitably screened from neighbouring properties and in particular shall not be visible from beyond the Sectional Title Complex or unit concerned.

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- 3.7. Refuse, refuse bins, garden refuse and refuse bags may not be placed on the pavement, except on official collection days. Bins may be placed out for collection after 17h00 on the day preceding the collection and removed by 17h00 on the day of the collection.
- 3.8. Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the HOA, the HOA may give directions as to the manner in which such refuse must be disposed of.
- 3.9. Advertisements or publicity material may not be exhibited or distributed unless the consent of the Board has been obtained in writing.
- 3.10. Owners or their tenants must ensure that domestic workers and other employees do not loiter within the Estate and specifically not at any prominent places such as at the gates, road circles, streets etc.
- 3.11. In the event of annoyances or complaints, the parties involved should attempt, as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:
 - 3.11.1. Written submissions will be made by the parties involved in the dispute to the Board;
 - 3.11.2. The Board may, at their sole discretion, decide as to whether the Board will arbitrate on the matter or not;
 - 3.11.3. In the event that the Board is of the view that they are entitled to arbitrate on the matter, the decision of the Board shall be final and binding in respect of the resolution of the dispute;
 - 3.11.4. In the event that the Board is of the view that they are not prepared to arbitrate in the matter, the Board may either:
 - 3.11.4.1. Inform the parties involved that the Board is not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration; or
 - 3.11.4.2. The Board may refer the matter to an independent arbitrator, at the Board's discretion, in which event the arbitrators fees shall be paid in advance in equal shares by the parties to the dispute;
 - 3.11.4.3. In this regard, the arbitrator's decision shall be final and binding and the arbitrator shall be entitled to make an award regarding legal costs.
 - 3.11.5. Alternatively to rule 3.11.2 above, the Board may at its sole discretion elect to institute disciplinary proceedings in accordance with these Rules and the Memorandum of Incorporation.
- 3.12. No party and/or resident shall have any claim of whatsoever nature for damages against the Board or the HOA as a result of a decision taken by the Board or the HOA, through its authorised representatives regarding the interpretation of these Rules.
- 3.13. The fine to be levied in terms of Rules of good neighbourliness will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence.

4 ALTERNATE ELECTRICITY GENERATING MECHANISMS

The purpose of this clause is to permit the installation of alternative electricity generating mechanisms to assist during power outages or blackouts. These could be generators, solar power, uninterrupted power supplies (UPS) etc. (collectively "alternative resources"). It should be noted that the consent for such alternative resources does not transfer any legal responsibility to the HOA due to damage, injury, or death, which may result, due to the installation and/or usage of these mechanisms. The use of alternate resources is subject to the following terms and where prior approval of the installation is required from the HOA.

- 4.1. The use of these alternative resources shall comply with all applicable legislation.
- 4.2. Applications in writing must be submitted to the Managing Agents in advance of any installation. The Aesthetics Committee / Board shall consider applications and a response issued back to the applicant as soon as possible. The submission must include a site plan illustrating the intended position of the equipment, including the proximity to the boundary walls, etc.
- 4.3. Without limiting the general acceptability of the application, should an Owner wish to operate a diesel/petrol-powered generator, or any other noise emitting alternate resource, the following must be adhered to :
 - 4.3.1. Where possible, full details of the generator to be purchased, must be detailed in the Owner's application to the HOA. Approval may be withheld until such detail is furnished and may be limited to a specific manufacturer's equipment or specific model.
 - 4.3.2. The signed approval of all surrounding neighbours must be recorded on the site plan to be submitted with the application. Should in the opinion of the HOA, the approval of a neighbour is being unreasonably withheld, the HOA on the basis of an inspection and sufficient motivation, may approve the application, notwithstanding the failure to obtain all neighbours' consent.
 - 4.3.3. The generator must be acoustically screened off and the exhaust system must be sufficiently attenuated in order not to create a noise nuisance or disturbance.
 - 4.3.4. The generator may not be operated within a habitable room or in a room connected to such area due to the danger of CO₂ poisoning. It is noted that many domestic/industrial generators are supplied with outdoor finishes and may not require an additional structure to house the generator.
 - 4.3.5. The alternate resource appliance must be installed as close as possible to the applicant's residence.
 - 4.3.6. A qualified electrician must connect the alternate resource appliance to the electrical wiring of the residence and a copy of the Certificate of Electrical Compliance must be issued to both the Owner and the HOA.
 - 4.3.7. Owners are recommended to consult with their household insurance company for advice on the cover due to the installation of the alternate resource appliance.
 - 4.3.8. The proposed installation must be aesthetically pleasing, at the sole discretion of the Aesthetics Committee / Board.
 - 4.3.9. Generators should not be operated outside of the hours indicated in clause 3 above or when the ambient sound levels are very low. They may in any event, only be operated during official power outages.
 - 4.3.10. The noise generated must not cause undue disturbance to adjacent neighbours.

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- 4.3.11. Generators may not be installed or operated in such a fashion as to constitute a fire hazard.
- 4.3.12. The aforementioned rules shall also apply to small portable generators that are not connected into the existing electrical circuits/distribution boards and prior approval for the use and positioning thereof is also required.
- 4.3.13. The noise levels may be monitored at the discretion of the Board implementing the noise criteria as per the Local Authority Bylaws.
- 4.4. It is noted that the ruling Penalty Clause in the Local Authority By-Laws records that: Any person who contravenes or fails to comply with the provision of these regulations shall be guilty of an offence and liable on conviction to a fine not exceeding R20000 (TWENTY THOUSAND RAND), or to imprisonment for a period not exceeding 2 years, or to both such fine and imprisonment, and in the event of a continuing contravention to a fine not exceeding R2500 (TWO THOUSAND FIVE HUNDRED RAND) or to imprisonment for a period not exceeding 20 days, or to both such fine and imprisonment for each day on which such contravention continues.
- 4.5. In addition to the aforesaid municipal penalties, the HOA may impose penalties in terms of its Articles and rules in the event of any contravention of these rules. Habitual contraventions of these rules will result in the summary withdrawal of the permission to operate an alternate resource appliance on the Estate.
- 4.6. Members who have already installed alternative resources are required to lodge an application for approval to the HOA.

5 ENSURING A PLEASING STREETSCAPE

- 5.1. Boundary walls forming part of the street scope must be regularly maintained and painted where necessary.
- 5.2. The Board has the right to effect repairs at the cost of the Sectional Title Complex, should it be considered necessary.
- 5.3. Building material may under no circumstances be dumped on the sidewalks or streets. The owner will be liable for all damages in this regard.
- 5.4. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 5.5. No Wendy Houses or tool sheds may be erected without the permission of the Board. If the owner refuses to remove illegally erected structures, the Board may remove such structures at the cost of the owner, without further notice.
- 5.6. Caravans, trailers, boats, equipment, tools, engines and vehicle parts, as well as accommodation for pets, should be located out of view and screened from neighbouring properties and the street.
- 5.7. The fine to be levied in terms of the Rules of pleasing streetscapes will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R250.00 (TWO HUNDRED AND FIFTY RAND) for a first offence and R500.00 (FIVE HUNDRED RAND) for a second offence.

6 GENERAL RULES

- 6.1. Building according to approved standards obviates the necessity of making costly changes at a later stage.
- 6.2. The position, size and placement of TV antennae and satellite dishes must not be unsightly.

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- 6.3. Any form of shade netting is strictly not permitted within the Estate or any Sectional Title Complex.
- 6.4. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry (balconies, etc.) except in a drying yard or such other area designed for such purpose. Washing lines, twirly dryers etc. must be below the level of the yard walls and screened from the street.
- 6.5. Thatched lapas are only permitted within the Estate or Sectional Title Complex if originally built and handed over by the developer.
- 6.6. Owners must have prior Board or Sectional Title Complex approval for the attachment of external structures, including, but not limited to, car ports, louvers, verandas, awnings, etc. to the outside of a unit and/or the common property, including, but not limited to, balconies, patios, verandas and gardens. Any attachment which, in the opinion of the Board, has an effect on the outside appearance of the unit or the aesthetic look of the common property and/or Woodhill Lavender scheme is prohibited, unless approved in writing by the Board, which written approval must be obtained prior to such attachment and/or installation and which written approval must prescribe the nature, design and colour of the apparatus to be attached and/or installed as well as the manner in which it will be attached or installed.
- 6.7. No open flames are permitted at any time within garages of units or on balconies of units.
- 6.8. As prescribed by the municipal bylaws, the lighting of fireworks is not permitted at Woodhill Lavender.
- 6.9. The fine to be levied in terms of the Rules of these general Rules will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence.

7 ENVIRONMENTAL MANAGEMENT

- 7.1. Rubble or refuse should be dumped or discarded in the rubbish bins or in the applicable designated areas and may not be dumped or discarded in any public area, including the parks, streets, sidewalks, or vacant land.
- 7.2. Residents and their guests are urged to leave any open space they visit in a cleaner condition than that in which it was found.
- 7.3. Swimming pool water must be channeled into the storm water system and not the sewerage system or roads.
- 7.4. Residents should also develop the habit of picking up and disposing of any litter encountered in the open spaces.
- 7.5. Flora may not be damaged or removed from any public area.
- 7.6. Fauna of any nature may not be chased, trapped or harmed in any way, in any area of the Estate.
- 7.7. Residents shall maintain trees, plants and shrubs that have been planted on their pavements by the HOA.
- 7.8. Residents shall maintain a high standard of garden and pavement maintenance.
- 7.9. Floodlights or garden lamps must be adequately screened so as not to cause inconvenience or nuisance to neighbours.
- 7.10. The resident's use of any open space areas is entirely at their own risk at all times. The HOA will entertain no claims for damages of whatsoever nature of from whatsoever cause arising.

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- 7.11. The fine to be levied in terms of the Rules of environmental management will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R250.00 (TWO HUNDRED AND FIFTY RAND) for a first offence and R500.00 (FIVE HUNDRED RAND) for a second offence.

8 SECURITY

- 8.1. Security is the collective responsibility of all Residents who must recognize that the security guards are doing a difficult job. Security personnel may under no circumstances be abused, cursed, obstructed and / or diverted from their duties. Should anybody be found to be abusing or diverting the guards from their duties as aforesaid a fine of R500.00 (FIVE HUNDRED RAND) will be levied.
- 8.2. Security protocol at the gate must be strictly adhered to at all times. All visitors and unannounced guests will be stopped outside the gate.
- 8.3. Under no circumstances may residents or any person other than the security personnel or Board Members be allowed into the Gate House. No residents, domestic workers or children are allowed to stand or walk in the entrance or exit lanes at the Gate House.
- 8.4. No hooting at the gate.
- 8.5. It is an offence to assist visitors, or any other person to gain unauthorised access into or out of the Estate or any Sectional Title Complex. Any person found guilty of this offence will be levied with a minimum fine of R2000, 00 (TWO THOUSAND RAND).
- 8.6. Any vehicle or person entering or exiting the Estate may be searched for security reasons.
- 8.7. All owners must request visitors to strictly adhere to security protocol and residents are requested to always treat the security personnel in a co-operative manner.
- 8.8. All owners must ensure that their domestic workers and / or contractors in their employ adhere specifically to the security stipulations.
- 8.9. All attempts at burglary or instances of fence jumping must immediately be reported to either the Estate Manager or the Security personnel on duty at the Gate House.
- 8.10. Security is an attitude. Be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
- 8.11. Owners must adhere to the rule that no food or any gifts may be given to the security guards.
- 8.12. Burglar systems must not cause any inconvenience or nuisance to other residents.
- 8.13. The Estate will be manned by security 24 hours a day by such security personnel as the HOA may determine, and shall be patrolled on a regular basis. The gates will be locked from 22:00 to 5:00 and will be opened by the guards when needed.
- 8.14. Residents that are moving out must return all access remotes/tags to the Estate Manager or security guards.
- 8.15. New owners / residents must obtain a registration form at the Gate House on a timely basis in order to obtain access to the Estate.
- 8.16. Residents on the perimeter wall or Primula Flood Structure palisade fence are responsible for keeping any overgrowth clear of the electrified fence.
- 8.17. Residents on the perimeter fence must advise any visitors of the dangers pertaining thereto.
- 8.18. No residents may issue instructions to Security Personnel.
- 8.19. All residents must have access remotes or tags. Access tags and remotes, may not be utilized by anyone other than the registered user nor may they be loaned to other persons. Security

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- guards do not have tags and are therefore not in a position to open for anyone who does not have a remote, tag or code.
- 8.20. Should buyers of property wish to enter the Estate to inspect such property, they shall obtain access codes from the respective owner selling the property.
 - 8.21. Tailgating into and out of the Estate or any Sectional Title Complex is strictly prohibited. A minimum fine of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) will be levied.
 - 8.22. Entrance into a Sectional Title Complex for which a person does not have specific authorisation is strictly prohibited. Any person found entering a Sectional Title Complex without authority to enter will be levied with a minimum fine of R1000,00 (ONE THOUSAND RAND).
 - 8.23. Arrangements must be made at the Estate Office for moving in or out of the Estate (when changing residence). Moving into or out of the Estate may only occur between the following times:
 - 8.23.1. Monday to Friday - 09:00 to 17:00
 - 8.23.2. Saturdays – 09:00 to 13:00
 - 8.23.3. Sundays and Public holidays – with prior permission
 - 8.24. The Estate Office must be informed a minimum of 48 hours before moving in or out of the Estate. A minimum fine of R500.00 (FIVE HUNDRED RAND) will be levied for non-compliance with this rule.
 - 8.25. Save unless specifically stated otherwise, the fine to be levied in terms of the security Rules, will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R1000.00 (ONE THOUSAND RAND) for a second offence.

9 TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 9.1. Should any owner let his property, he shall notify the Estate Manager in writing in advance of occupation, and shall provide the following information about the tenant, name and surname, identity or passport number and period of such lease. The owner shall inform the tenant of these Rules as well as the respective Sectional Title Complex Rules. Should any owner fail to either inform or provide his tenant with the Rules as contemplated herein a fine of R1000.00 (ONE THOUSAND RAND) for a first offence and R2000.00 (TWO THOUSAND RAND) for a second offence will be levied.
- 9.2. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to these Rules as well as the respective Sectional Title Complex Rules.
- 9.3. The Home Owners Association and/or bodies corporate shall not be liable for any damage or loss which may arise in whatever manner on the Woodhill Lavender scheme, and all visitor's guests and contractors shall be informed accordingly.
- 9.4. Save unless specifically provided for, should any person fail to adhere to the Rules set out for tenants, visitors, contractors and employees a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED RAND) for a first offence and R750.00 (SEVEN HUNDRED RAND AND FIFTY RAND) for a second offence.

10 LETTING AND RESELLING PROPERTY

- 10.1. The concept of this Estate imposes certain restrictions on the manner in which agents may operate therein. In order to ensure that the Rules applicable to the HOA, which regulate property ownership and occupation, are made known to new residents, the following Rules relating to the re-sale or letting of property shall apply:
- 10.1.1. An owner is permitted to sell or lease his property himself, without using an Approved Agent, provided that the Rules applicable to such Approved Agent are strictly adhered to.
 - 10.1.2. Only an Approved Agent (refer to clause 12) may be used to manage the sale or lease.
 - 10.1.3. The Approved Agent and the owner must ensure that the buyer and / or tenant is informed of and receives a copy of these Rules as well as the respective Sectional Title Complex Rules. These Rules as well as the respective Sectional Title Complex Rules must be attached as an annexure to any deed of sale or lease agreement.
 - 10.1.4. A Clearance Certificate must be obtained from the Managing Agent at a cost, to be determined from time to time by the Board, prior to the lodgement with each transfer.
 - 10.1.5. Clearance certificates will only be issued when making use of the services of an Approved Agent. Failure to use an Approved Agent shall result in the seller being levied an interim Approval Fee of R6 000.00 (SIX THOUSAND RAND) as well as a fine of R1 000.00 (ONE THOUSAND RAND) which will be included in the costs of the certificate.
 - 10.1.6. No transfer of a property may take place without the issue of a Clearance Certificate.
 - 10.1.7. No property may be let or utilized for the purpose of a commune.
 - 10.1.8. Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or tenant. Agents are not permitted to erect any "for sale" or "show house" or "to let" signage boards without the permission of the Board.
 - 10.1.9. Save unless specifically provided for, should any person fail to adhere to the Rules set out for letting and reselling property a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R1000.00 (ONE THOUSAND RAND) for a first offence and R2000.00 (TWO THOUSAND RAND) for a second offence will be levied.

11 SALE

Home Owners Association:

The Seller shall ensure that, in addition to all other conditions of title and / or subdivision referred to, The Purchaser acknowledges that he is obliged upon registration of the property into his name to become a member of the Company and agrees to do so subject to the Memorandum and Memorandum of Incorporation of this body.

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Conditions of Title:

- 11.1. The Seller shall ensure that, in addition to all other conditions of title and/or subdivision referred to, the following conditions of title be inserted in the Deed of which the Purchaser takes title to the property:
 - 11.1.1. "Every member of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, as defined in the Sectional Title Act, shall become and shall remain a Member of the HOA and be subject to its constitution, until he ceases to be a member as aforesaid."
 - 11.1.2. "Neither the erf, nor any subdivision thereof, or any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the HOA."
 - 11.1.3. "The member of the erf, or any subdivision thereof, or any interest therein, or any unit thereon as defined in the Sectional Title Act, shall not be entitled to transfer the erf or any subdivision thereof, or any interest therein, or any unit thereon, without a Clearance Certificate from the HOA Managing Agent which certifies that the provisions of the Memorandum of Incorporation of the HOA have been complied with."
 - 11.1.4. "The terms "HOA" in the aforesaid conditions of title shall mean the Woodhill Lavender Home Owners Association (a Non-Profit Company with members). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to affect registration of an erf, the Purchaser hereby agrees to such amendment."
- 11.2. Should any person fail to adhere to the sale Rules a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R1000.00 (ONE THOUSAND RAND) for any one offence.

12 LEASE

- 12.1. The Tenant acknowledges that, upon occupation of the leased premises, he and his family, his visitors, employees and servants shall adhere to all Rules as contained in this document.
- 12.2. Where tenants continuously breach the Rules, the owners can be requested to terminate the lease agreement and/or be held liable for the maximum fine allowed under these Rules. This clause must be written into the lease agreement, and owners should make provision for reclaiming amounts incurred as a result of any breaches of these Rules as well as the respective Sectional Title Complex Rules.
- 12.3. Save as specifically provided otherwise, should any person fail to adhere to the Rules set out for leases a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R3000.00 (THREE THOUSAND RAND) for a first offence and any following on offence.

13 APPROVED AGENTS

- 13.1. An agent becomes an Approved Agent after signing an agreement with the HOA to the effect that such agent will abide by the stipulated Rules and procedures applicable to the sale and/or a lease of the property within the Estate, and after having been inducted in respect of

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- the Rules and procedures under which a purchaser and/or lessee acquires and/or leases the property in the Estate.
- 13.2. Any agent or agency not complying in full to all the Rules and procedures of the Estate as well as the specific requirements of the signed Approved Agent Agreement will forthwith be prohibited to conduct business within the Estate, have their approval status revoked and be denied access into the Estate for such purposes.
 - 13.3. Approval of agents may be reviewed by the Board from time to time, and an updated list of Approved Agents will be made available at the Estate Office.
 - 13.4. The approval requirements for agents may be reviewed by the Board from time to time.

14 PETS

- 14.1. Pets may only be kept on properties within the Woodhill Lavender development after the resident concerned has obtained permission, in writing from the respective Body Corporate Board of Trustees. The local authority by-laws relating to pets and domestic animals will be strictly enforced.
- 14.2. A maximum of two (2) dogs may be kept on a property unless specific permission has been obtained from the Board.
- 14.3. Cats, poultry, pigeons, aviaries, wild animals or livestock may not be kept within the Estate.
- 14.4. Pets are not permitted to roam the streets and dogs must be kept on a leash at all times, when not in the confines of its owners' premises, and no pets are allowed in the fountain and / or Gate House.
- 14.5. Should animal excrement be deposited in any common property area, the pet owner shall be responsible for the immediate removal thereof and placing such excrement in a suitable plastic bag which is to be closed securely and disposed of into an appropriate rubbish bin. Residents must, for this purpose ensure that they have a suitable implement with them when walking their dogs.
- 14.6. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the SPCA.
- 14.7. The Board reserves the right to request the resident to remove his pet, should it become a nuisance within the Estate; likewise the Board may, after instituting the appropriate disciplinary measures, require that the dog be removed from the Estate.
- 14.8. Dogs must be immunized against rabies. Certificates evidencing compliance must be produced and submitted when seeking authorization to keep a particular pet.
- 14.9. See general protocol under 3.11, annoyances or complaints, for handling complaints about pets.
- 14.10. Pet owners are required to take full responsibility for their animals, which may under no circumstances be left on the relevant premises for a maximum period exceeding 24 hours without adequate and responsible human supervision.
- 14.11. The HOA shall ensure that all animals are kept in humane conditions. In this regard, animals shall be kept in terms of the bi-laws and specific guidelines of the SPCA.
- 14.12. **No vicious breed dogs** shall be permitted within the Estate or at any Sectional Title Complex within the Estate.
- 14.13. Slaughtering of animals on the premises ***shall NOT*** be allowed under any circumstances.

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14.14. Save for a fine specifically referred to above, should any person fail to adhere to the Rules set out for pets a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R500.00 (FIVE HUNDRED AND FIFTY RAND) for a first offence and R1000.00 (ONE THOUSAND HUNDRED RAND) for a second offence.

15 ESTATE COMMON AREAS

- 15.1. The use of alcoholic substances on any Estate common property is strictly prohibited. This includes parking areas, gate house or any other public or entertainment area as may be applicable.
- 15.2. Any person who fails to adhere to the Estate common area rules, a fine will be levied, which will be decided by the Board from time to time and notice shall be given to any change to such fines, which are currently set at a minimum of R1 000.00 (ONE THOUSAND RAND) for a first offence and R2 000.00 (TWO THOUSAND RAND) for a second offence.

16 ADMINISTRATION

General Administration

- 16.1. The Board is solely responsible for the administration of the Estate. The Board in its sole discretion may elect to delegate certain or all of its managerial powers to the Estate Manager or the Managing Agent.
- 16.2. The Estate Manager or Managing Agent as aforesaid will collect levies on behalf of the HOA or alternatively levies will be collect by the Board. All levies are due and payable in advance on the first day of each and every month.
- 16.3. Interest will be charged on all arrear accounts, at the maximum rate allowed by law.
- 16.4. Levies shall, in addition to the amount payable as determined by a budget estimate, may also include provision for a Special Levy aimed at creating a Reserve Fund for the purpose of meeting unanticipated expenses.
- 16.5. In the interests of uniformity and to facilitate accurate administration, levies will not be calculated on an individual unit basis and shall be calculated by taking into to account the total number of units, proposed and/or developed, in the Woodhill Lavender Township.
- 16.6. Penalties or legal action, to be determined from time to time, will be imposed on owners with accounts in arrears. The HOA shall be entitled to recover all legal costs incurred by the attorney and own client scale.
- 16.7. The Board may amend or add to the Rules from time to time, as may be deemed necessary to ensure harmonious coexistence of residents. Any such amendments or additions shall be of full force and effect pending ratification at a subsequent AGM or by means of a Special Resolution.
- 16.8. The Board has the right to fine transgressors where any of the Rules as stipulated by the HOA from time to time have been breached or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the next levy.
- 16.9. Any charge / fine referred to in these Rules shall, unless specifically stated otherwise in these Rules, be levied against the relevant owner's levy account and shall be due and payable on the due date of payment of the relevant levy statement.

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- 16.10. All expenditure undertaken for or on behalf of the HOA shall be affected in accordance with the principles of best practice pertaining to private businesses.
- 16.11. In particular, any single expenditure in excess of R5 000.00 (FIVE THOUSAND RAND) shall be subject to the acquisition of at least 2 quotes for comparable goods or services.
- 16.12. A cash box of a maximum of R2 000.00 (TWO THOUSAND RAND) may be kept for petty expenses, and shall be subject to the control of a person designated by the Board.
- 16.13. Any expenses in excess of R3 000.00 (THREE THOUSAND RAND) shall be authorized in writing (email approval shall be considered approval for purposes of this clause) by two members of the Board, subject to the above-mentioned provisions.

Fines

- 16.14. The Board has the right to introduce and enforce the payment of fines against any transgressors of any Rules contained in these Rules or its annexures or any amendments thereof.
- 16.15. Should any transgressor, as referred to above, not be a member of the HOA, the member whose, without limitation, invitee, tenant, contractor, employer or any person who the stated owner is liable for is the transgressor shall be liable to the HOA for the payment of the fine.
- 16.16. All Rules not adhered to, if no specific fine is mentioned in this document, shall be subject to a minimum fine of R250.00 (TWO HUNDRED AND FIFTY RAND). Persistent transgressions of the Rules of the HOA may result in the Board taking the appropriate legal action to interdict the owner to refrain from further transgressions or to seek any alternative relief the Board may deem necessary.
- 16.17. Should an Estate Manager or Managing Agent be appointed, it is hereby expressly confirmed that the stated Estate Manager or the Managing Agent have been authorised to impose any fine referred to in these Rules. Fine amounts stated in these rules are subject to inflation adjustment from time to time.

Notices, Decisions and Appeals

- 16.18. No resident / owner may refuse receipt and/or delivery of any notices in terms of these Rules
- 16.19. Refusal to accept will result in the placement of the notice in the ordinary course, by attaching it to the gate and/or front door of the unit and/or sent by prepaid registered post. Confirmation by the Estate Manager or Managing Agent that it has been placed and/or sent as aforesaid shall be sufficient confirmation of service.
- 16.20. In the event of any appeal or dispute of the facts relating to any fine imposed and/or any decision of the Estate Manager, written representations must be addressed to the Board, which appeal or dispute will be dealt with at the first Board meeting following receipt of the written representations.
- 16.21. The decision of the Board shall be final and no further appeal shall be allowed thereafter.

Sectional Title Complexes within the Estate

- 16.22. These Rules shall apply to the Sectional Title Complexes, owners and residents within the Estate and these Rules shall be deemed to be incorporated into the Rules laid down by various Bodies Corporate of the respective Sectional Title Complexes and the Board may

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require the stated Bodies Corporate to amend their stated Rules in order to include these Rules.

- 16.23. These Rules shall be deemed to be the minimum standard to which all Sectional Title Complexes, owners and residents within the Estate need to comply with.
- 16.24. Should the Rules of a Bodies Corporate not be amended as aforesaid and/or until the Rules of a Body Corporate be amended as aforesaid these Rules, shall be regarded as the forming part of the Rules of the Body Corporate and should there be any conflict then these Rules shall prevail.
- 16.25. The Board and/or the Estate Manager and/or the duly Managing Agent shall be entitled to take such steps as they deem necessary to ensure the aesthetics and/or all other values of the Estate are adhered to by the Sectional Title Complexes, owners and residents within the Estate.

17 ENQUIRIES

- 17.1. For any enquiries please contact the Estate Manager.
- 17.2. Also refer to the Woodhill Lavender Web Page [to be provided]

18 INDEMNITY

The member's spouse, child, parent, employee, guest or invitee use of the open space areas is entirely at their own risk at all times. Every member of the HOA hereby waives any right he or she may have against the HOA to claim any damages incurred by virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere in the township. Every member indemnifies the HOA against any such claim made by the member's spouse, child, parent, employee, guest or invitee.

_____END_____