

WILLOW CREEK ESTATE

HOME OWNERS ASSOCIATION

Estate rules

CONTENT

1. INTRODUCTION
2. DEFINITIONS AND INTERPRETATIONS
3. SECURITY
4. ANIMALS AND PETS
5. TRAFFIC, PEDESTRIANS AND PARKING
6. OPEN/PUBLIC AREAS AND DAMS
7. LANDSCAPING, SIDEWALKS AND ENVIRONMENT
8. GOOD NEIGHBOURLYNESS
9. RULES REALTING TO BUILDING, CONSTRUCTIONS AND DESIGN
10. LEVIES
11. PROPERTY TRANSACTIONS LETTING, RESALE AND OCCUPATION BY
MEMBERS' GUESTS OF PROPERTIES
12. RULES REALTING TO PENALTY AND CHARGES
13. DISPUTE RESOLUTION
14. INDEMNITY
15. OTHER

INTRODUCTION

These rules and regulations have been put in place in order to ensure that the OA and its members have a set of criteria that enhances good community living. The establishment of these rules have been researched and benchmarked against other similar communities and may change from time to time as our community evolves.

These rules are not aimed at punitive criteria but rather as a means to manage our lifestyle, quality of life and value of property. Another element to the creation and implementation of good rules is to enhance community harmony. We have applied a range of criteria when establishing these rules including, transparency, positivity, fairness and good practice. All of these rules will fall into categories that relate to our security and safety, good neighbourliness and good conduct.

The HOA encourages all our members to abide by these rules keeping in mind that at all times flexibility will be ensured through an open communications policy.

2. DEFINITION, INTERPRETATIONS AND DELEGATIONS

2.1. These House Rules must be read in conjunction with the Architectural Guidelines.

The following words and phrases shall, unless the context otherwise requires, have the meanings given below:

2.2. the "Association" means the WILLOW CREEK ESTATE Homeowners' Association;

2.3. the "public open spaces" means the common property to be managed and controlled by the Association as defined by the Association;

2.4. "Trustees" mean the trustees for the time being who act on behalf of the Association;

2.5. "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

2.6. It shall be the responsibility of every Owner to ensure that all members of his/her household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these House Rules. In the event of any breach of the House Rules by an Owner, members of his/her household, employees, contractors, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by the Owner.

2.7. Any homeowner or tenant who contravenes or fails to comply with any provision of these House Rules, or any conditions imposed or directions given in terms thereof, shall be deemed to have breached these House Rules and will be subject to the sanctions prescribed in clause 12 hereof.

2.8. The HOA is entitled to issue additions and amendments to these regulations from time to time.

3. SECURITY

- 3.1. Residents are requested to always treat the security personnel in a cooperative manner. Security guards shall under no circumstances be abused and security protocol at the gatehouse and elsewhere in the complex shall be adhered to at all times.
- 3.2. No vehicles shall enter or leave the Estate at any point except at the official entrance, except in special circumstances and then only with the consent of the Association. All vehicles entering the Estate shall stop at the controlled vehicle entrances.
- 3.3. The access control for permanent workers, temporary workers, contractors and sub-contractors must be diligently enforced by every member of the Association with respect to his employees, contractors and subcontractors.
- 3.4. No Owner/Tenant shall permit the use of an access control device issued to such member for operating the vehicle entrance gate by any person other than a member of his household, or guest or lessees of that member. All residents, visitors and invitees must adhere to security protocol, and may not use access tags belonging to someone else.
- 3.5. Owners are obliged to request visitors to adhere to the security protocol.
- 3.6. Prospective purchasers of properties shall only be allowed onto the Estate if accompanied by an agent and/or Owner.
- 3.7. Commercial deliveries are not permitted on Sundays, nor before 07h00 and after 18h00 on weekdays, nor before 07h00 and after 15h00 on Saturdays and public holidays without the prior consent of the Association.
- 3.8. Taxis or similar vehicles will only be allowed into the Estate if the resident has made prior arrangements with the security personnel.
- 3.9. Owners are obliged to ensure the contractors in their employ adhere specifically to the Building Contractors code of conduct and to all security measures.
- 3.10. Security related incidents must be reported to the security control room immediately. All attempts at burglary or instances of fence jumping or breaches of fences or walls shall be reported as soon as possible to a member of the security staff.
- 3.11. Owners must be aware that they need to enforce and apply all security measures to ensure their success and hence they are encouraged to question all suspicious individuals.
- 3.12. Should any residents purchase a burglar alarm system for their unit, such alarm system must be compatible with the security of the complex.
- 3.13. The complex may be manned 24 hours a day by such security personnel as the HOA determine. The Estate will be patrolled on a pre-determined basis by security guards.

- 3.14. No resident is allowed to have a night watchman on his premises during or after building operations unless prior authorization, by the HOA, has been received.
- 3.15. Residents are obliged to furnish details of persons temporarily occupying their premises during long terms of their own absence, in writing to the HOA.
- 3.16. No resident may issue instructions to or countermand the standing instructions issued to the security personnel.
- 3.17. Visitors to the complex may be asked to produce a valid driver's license or valid South African ID/passport or international passport, as form of identity for access to the complex, failing which such visitors may be refused entry.
- 3.18. No resident shall make or be party to a false alarm.

4. ANIMALS AND PETS

- 4.1. No domesticated wild animals shall be kept on the Estate. No poultry, racing pigeons, wild animals or livestock shall be permitted. The local bylaws relating to pets are applicable and will be strictly enforced.
- 4.2. All domestic animals are to be kept and retained within the erf boundaries. All stray/unaccompanied domestic animals found outside residential erf boundaries will be removed from the Estate at the cost of its owner.
- 4.3. Domestic animals shall only be kept with the written approval of the Association. Members must take all reasonable precautions and if required by the Association to erect a suitable enclosure that conforms to the Architectural Guidelines and Controls to prevent the domestic animals from straying.
 - a) No additional dogs or cats are allowed to be brought into the complex
 - b) Current dogs and cats are not to be replaced.
- 4.4. Domestic animals shall at all times be restrained by means of a leash or similar device when accompanied by Members.
- 4.5. All domestic animals must be spayed or neutered.
- 4.6. All domestic animals shall be tagged and display the Member's name and telephone number.
- 4.7. In the event of any domestic animal being introduced onto Willow Creek Estate without prior Approval, the Association may call on the owner of the animal to remove it forthwith and should the owner of the animal concerned fail, refuse or neglect to do so, the Association may impose penalties on the relevant Member or may procure the animal's removal from the Estate and recover any costs so incurred from the Member concerned, without prejudice to its rights to recover any penalty imposed on such Member.
- 4.8. Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to

remove it and if the owner fails or refuses to do so, the Association may impose penalties on the Member concerned and/or procure its removal from the Estate and recover any costs so incurred from such Member concerned, without prejudice to its rights to recover any penalty imposed.

- 4.9. In all cases, when on the Common Areas, should pets cause a mess or cause damage to the Association's property, the pet's owner shall forthwith remove the mess or repair the damage as the case may be. Should the pet's owner fail to remove the mess or repair the damage caused, the Association shall be entitled to have such mess removed or repaired and to recover such cost or damages from the Member concerned.
- 4.10. No outside aviaries are permitted.
- 4.11. The Association will only consider complaints about pets when done so in writing.

5. TRAFFIC, PEDESTRIANS AND PARKING

- 5.1. Motorised vehicles, including motorbikes and scooters, shall be driven on the Estate roads by persons who hold a valid current driver's license which would permit them to drive that vehicle on a public road within the Republic of South Africa. None of the above mentioned vehicles will be allowed in parks, on sidewalks or pedestrian pathways, except for maintenance vehicles authorised by the HOA.
- 5.2. No unlicensed vehicle or vehicle that is not roadworthy is allowed to be present on any road of the Estate.
- 5.3. No quad bikes will be allowed to be driven anywhere in the Estate.
- 5.4. No person shall drive any vehicle on any road within the Estate at a speed in excess of **20 km** per hour.
- 5.5. Pedestrians shall at all times have the right of way within the Estate. Vehicles shall be brought to a standstill whenever necessary. 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 and ensure that they do not play or otherwise occupy the streets.
- 5.6. No person shall store any motor vehicle, golf carts, caravan, boat or the like on the Estate except in a structure built for this purpose approved in writing by the Architectural Review Committee. None of the above shall be left overnight on any road.
- 5.7. Parking in streets, parking in an unsafe manner and obstruction of traffic is prohibited. Parking on any neighbouring property, sidewalk or island is strictly prohibited.
- 5.8. All Road Traffic Ordinance laws will be applicable to the operation of vehicles within the Estate, and the speed limit of 20km/h as well as obeying stop street signs shall be enforced.

6. OPEN/PUBLIC AREAS AND DAMS

- 6.1. No persons shall do anything that detrimentally affects the amenities and/or unreasonably interfere with the use and enjoyment of the Common Area by others. Members and their residents are urged to leave any natural or communal open space visited at least as clean as it was found. Residents to pick up and dispose of any litter encountered in such open space, failing to do so may result in a fine.
- 6.2. No fire shall be lit on the Estate except in such places as may be designed for the purpose by the Association or in an approved and a properly constructed fireplace or barbecue.
- 6.3. No water may be emptied into any communal area, neighbouring properties or into the municipal sewer system but shall be appropriately channelled into the storm water drainage system.
- 6.4. No persons shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam on the Estate without the written permission of the Association.
- 6.5. No water sport (swimming, fishing, spear fishing, wind surfing, etc.) is permitted on dams and no person shall enter any dam on the Estate without the written permission of the Association.
- 6.6. No domestic animal shall be allowed to enter any dam.
- 6.7. No person shall pollute or permit the pollution of any dams within the Estate by any substance that may in any manner be injurious to plant, animal or birdlife, or which may in any way be unsightly.
- 6.8. No person shall discard any litter or any article of any nature whatsoever in any dam/communal area on the Estate.
- 6.9. Members, their guests and/or their invitees may only use the facilities such as picnic areas, children's play areas and parks to the rules and regulations imposed by the Homeowners Association.
- 6.10. Members, members of their household, guests and or invitees who enter the Common Area, do so at their own risk at all times.
- 6.11. No person shall permit their domestic animals to walk without supervision on the Common Area as prescribes in clause 4.4.
- 6.12. Small children must be accompanied by an adult at all times while on Common Property.
- 6.13. No member shall use or conduct himself upon such open space within the Development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof. Consumption of alcohol is prohibited in communal areas.

- 6.14. No member shall use any open space within the estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by any other persons in the estate.
- 6.15. No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for some other use by the Association.
- 6.17. For purposes of Section 6.1 to 7.3 above, 'open spaces' shall mean any area in the estate not covered by a building owned and controlled by the Homeowners Association.
- 6.18. Tampering with equipment relating to irrigation, dam pumps and other systems is strictly prohibited. No stones are to be removed from dam or other areas.
- 6.19. Owners (Tenants & Visitors are the responsibility of Owners within the Estate) making use of the dam water from the points supplied will comply with the following rules of the Estate:
- a) This water is only allowed to be used for the purpose of watering gardens, plants and grass areas within the estate.
 - b) No washing of motor vehicles or washing of paving areas will be allowed with water from the dams.
 - c) No water may be used for the gardens, plants and grass by owners between 08.00am and 17.00pm weekdays as this is when the dams are topped up from the boreholes in the Estate.
 - d) Should the Municipality define the use of water to times and restrictions, then these same restrictions shall apply to the use of water used from the dams within the Estate.

7. LANDSCAPING, SIDEWALKS AND ENVIRONMENT

- 7.1. Members are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Gardens must be kept clean and weed free. Should a dwelling fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such Member to rectify the situation, detailing what remedies are required and giving the Member a reasonable period of commencement and completion.
- 7.2. Vacant Units must be kept clean and tidy. Owners are responsible to forthwith remove the rubble dumped on their erven even if dumped by others. Grass shall be cut on a regular basis to the satisfaction of the Association.
- 7.3. Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to do the necessary work and claim the payment of its expenditure from the owner or occupant together with interest at the agreed interest rate. Furthermore, the HOA is entitled to impose a reasonable fine should an owner or occupant fail to comply with these rules.

8. GOOD NEIGHBOURLINESS

- 8.1. Washing and refuse

- . All clothing, household linen or washing of any nature, shall be adequately screened from view and is not to be hung visibly from balconies or on

veranda areas. No form of screening or mesh will be allowed to be erected blocking undercover areas / balconies or fitted in any way to balcony balustrades in the Estate.

- . It is the Owner's responsibility to ensure that all basic garden refuse - grass, leaves and stone, and other such as sand, soils or large garden refuse is removed from their property and from the Estate.
- . Residents will comply strictly with official or HOA timetables and/or prescriptions for refuse removal from the property and will place their refuse containers in demarcated areas for removal during indicated times. Refuse containers will not be placed on such areas an unreasonable time before the removal times. Refuse bins must be removed from sight as soon as possible after collection of the refuse on the same day.
- . Bins are to be placed in the parking bays behind the guardhouse from Sundays at 18h00 and collected no later than 20h00 on Tuesday evenings.
- . Bins must be marked with unit numbers
- . No garden or other refuse or rubble may be dumped on any empty stand or open space. The HOA may levy a fine (to discretion) per incident for the breach of this rule as well as recovering costs of removal.
- . Refuse may never be burnt
- . The HOA intends to introduce measures to recycle household waste. Residents will comply with such measures, which will include the separation of waste into separate containers.

8.2. Noise

No person shall make or cause any unacceptable disturbance or excessive which constitutes a nuisance to other persons. In particular but not limited to:

- Burglar alarms must comply with any regulations, which the Association may institute from time to time.
- All vehicles, but particularly motorcycles, must be efficiently silenced.
- No generators will be allowed on the estate. Should an owner have a specific reason to install a generator, application should be made to the HOA.
- The mowing and/or edging of lawns, the use of leave blowers, or the operation of any other noisy machinery which may disturb neighbours, may only happen between the following hours:
 - (a) On Mondays to Saturdays: 07h00-19h00 and
 - (b) Is not permitted on Sundays

- The volume of music and electronic instruments and other sources of noise, partying and activities of domestic workers should be restricted to a level and should take place in such a manner and at such times and at such place as not to be heard on adjoining properties.
- The cut off times for noise from social activities is 23h00.

8.3. General

- Members shall at all times conduct themselves with due consideration and regard for the comfort and quality of life of all owners on the development and shall not do anything, which adversely impacts thereon.
- In order to maintain the residential nature of the estate, no Member or tenant shall accommodate nor allow to be accommodated more than the maximum number of persons permitted to occupy such residence:
 - 1 bedroom unit 2 persons
 - 2 bedroom unit 4 persons
 - 3 bedroom unit 6 persons - 4 bedroom unit
8 persons

Whenever the Association receives a written complaint from a Member, duly signed by such complainant, relating to unacceptable behaviour or conduct in contravention or in breach of these Rules, the Association shall investigate such complaint and take appropriate steps to stop such behaviour or breach within the scope of these House Rules of the Willow Creek Homeowners' Association.

- Garden and other floodlights shall be adequately screened as not to cause a discomfort or any nuisance to neighbouring and/or other members/residents.
- No vandalism of whatsoever nature shall be tolerated.
- Members shall ensure that their employees (including but not limited to domestic workers, gardeners and au-pairs) do not loiter in the complex, particularly at the gates, road circles, in streets, on pavements and in the parks etc.
- Caravans, trailers, boats, equipment, tools, engines, and vehicle parts and the like as well as any accommodation for pets shall be out of view and totally screened from any street.
- No industrial and/or commercial vehicles may be parked or stored in the complex unless completely screened on own property.

- No fireworks may be set off within the boundaries of the Estate. No member shall anywhere in this Development discharge any air gun or firearm for recreational purposes and without due c
- Maintenance and/or work done to vehicles must be conducted out of sight from streets and neighbours and shall not cause any disturbance to neighbours. The same applies to servicing of and/or maintenance of any other internal combustion engine, aircraft, boat and the like.

8.4. Business Rights

- No activity may be conducted which conflicts with the prevailing City of Cape Town planning legislation regarding residential erven.
- No business may be conducted from properties within the Estate without prior permission from the HOA. An owner wishing to conduct business from his property must apply in writing to the HOA. The HOA's decision in this regard will be final and binding and not subject to appeal.
- A Member conducting business from a home office may not employ more than two employees. Vehicles of both the employees and visitors to the home office must be accommodated on the premises and shall not be allowed to park on the sidewalks and/or in the street. In the event of failure to comply with these conditions, the Association will instruct the Member and/or Tenant concerned to cease the business operations from home.
- No door-to-door canvassing or selling is permitted on the Estate.
- The following criteria will be considered in an application:
 - Whether the business will probably cause an undue increase in the number of vehicles in the Estate
 - Whether the business will generate undue noise
 - Whether the business will have an adverse effect on neighbouring properties
 - Whether the business will probably lead to an increase in criminal activities
 - Whether the business will be beneficial to the general character and nature of the Estate
 - Whether the business will require additional construction work to be carried out on the property and what the effect will be on the neighbours.
 - Whether the owners of the neighbouring properties favour the application or not.
 - Whether adequate parking will be available.

- Such other matters as the OA may consider relevant.

9. RULES RELATING TO BUILDING, CONSTRUCTION AND DESIGN

- 9.1. The subject matter is dealt with in detail in the Architectural & Design Guidelines.
- 9.2. No building and/or any permanent structure may be constructed on the Property unless it conforms to the Architectural / Aesthetical Guidelines and Design Manual and is approved by the OA.
- 9.3. No person shall sink a well, drill a borehole or extract subterranean water from a unit.
- 9.4. No advertisement boards will be allowed on the Estate or on the perimeter wall of the Estate or to the Entrance of the Estate.
- 9.5. Where a dwelling on a Unit has been completed, and such dwelling remains unoccupied for more than a month, the Member concerned shall ensure that the dwelling is properly locked, ensure proper control over electrical and water services and properly maintain the garden and the pavement. Failure to comply with the foregoing may at the discretion of the Association lead to a penalty being imposed, and should it lead to the Association appointing a contractor to rectify the situation, the Member concerned will be responsible for all costs in this regard.
- 9.6. In the case of dwellings on Units that have not been completed, the Association may at any time assess the situation on the Unit from a safety, security, maintenance and aesthetics point of view, and at its discretion impose a penalty and/or appoint a contractor to remedy any discrepancies identified in the assessed situation to ensure compliance with the rules. The Member concerned will be responsible for all costs in this regard.

10. LEVIES

- 10.1. Any amount due by an Owner by way of a levy shall be a debt due by him to the ASSOCIATION. The obligation of a Member to pay a levy shall terminate upon his ceasing to be a Registered Owner, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Registered Owner. No levies paid by an Owner shall under any circumstances be repayable by the ASSOCIATION upon his ceasing to be a Member. A Member's successor-in-title to an Erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Erf to pay the levy attributable to that Erf. No member shall be able to transfer his erf to any transferee until the OA shall have certified in writing that the outgoing member has at the date of transfer paid all amounts owing by him to the OA, including forced sales (not only in respect of levies).
- 10.2. The monthly amount levied by the OA will be sufficient to cover the total operating costs of the Association which will include but not be limited to the cost of and pertaining to:

- (a) Electricity/gas and water consumed in respect of common areas;
- (b) The operation of security fences, walls and entrances;
- (c) Maintenance, reparation and replacement of and payment of rates and taxes in respect of property belonging to the HOA, such as the erven on which the entrances are situated and the improvements on them;
- (d) Maintenance, reparation and replacement of security walls/fences and the employment of security personnel;
- (e) Any other expenses payable in maintaining public areas
- (f) The cost of maintaining the engineering and other services in the Estate;
- (g) Fees relating to the management of the HOA and the Estate
- (h) And for such other purposes as the HOA may prescribe

The TRUSTEES shall estimate the amount which shall be required by the ASSOCIATION to meet the aforesaid expenses during each operational year or any portion thereof, together with the estimated deficiency, if any, as may have resulted from the preceding operational year or portion thereof, and shall impose a levy upon the Registered Owners, equal as nearly as is reasonably practical to such estimated amount. The TRUSTEES may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such expenses to be incurred for the Development. Every such levy shall be payable monthly on the first day of every month. Fourteen (14) days notice will be given, whereupon a delay in payment will result in admin fees and possible fines payable by the Member.

10.3. No Member shall be entitled to any of the privileges of membership, unless and until he shall have paid every subscription and other sum (if any) which shall be due and payable to the ASSOCIATION in respect of his membership thereof.

10.4. The HOA is entitled to publish the names of members whose levies are in arrears.

11. PROPERTY TRANSACTIONS LETTING, RESALE AND OCCUPATION BY MEMBERS' GUESTS OF PROPERTIES

- 11.1 It is the Owner's responsibility to inform the Association in writing should they begin the process of sale of any property in Willow Creek Estate.
- 11.2. Agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever and they must personally accompany prospective buyers or tenants onto the property. The agent must also supply a list of names and telephone numbers of all agents and Employees active in the Estate.
- 11.3. An agent only be allowed on the estate if they will abide by stipulated procedures applicable to the sale or letting of property on the Estate, and in particular will make any buyer aware of the House Rules, Memorandum of Incorporation of the Homeowners' Association, building deadlines and any other relevant considerations

applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include all conditions applicable to all OA rules and documentation. The agent will also pay the fees determined by the Association from time to time.

- 11.4. When a member personally sells or lets his property, the provisions of 11.1 and 11.2 will apply to him.
- 11.5. Tenants to whom properties are let or leased are obligated to abide by all of the House Rules, regulations and requirements of the Homeowners' Association. The Member is obliged to supply the tenants with copies of the House Rules of the Homeowners' Association. The owner of the property will remain responsible under all the House Rules and are to ensure that all tenants are compliant with all the rules and regulations of the Estate. The Owner shall be held liable for any breach of the Rules, as well as the penalties imposed.
- 11.6. Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member's property in the absence of the Member. This may be done in writing to the office of the Association and giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants will be obliged to register at the offices of the Association, and to sign a declaration that they are acquainted with the House Rules of the Willow Creek Homeowners' Association and accept it as binding to them.
- 11.7. It is the owner's responsibility to ensure that Tenants details are completed on the "Willow Creek – New Owner or Residents Details" form (available from the office) and that this form is sent to either, Residentia Managing Agent, or to the Estate Manager estatewillowcreek@gmail.com

Should the Association not receive such confirmation of occupancy from the owner, then any liability pertaining to incorrect information on record shall be for the account of the owner.
- 11.8. Prior to the Transfer of any property to a successor in title a Member shall obtain a written certification from the Association that confirms that: (a) No levies, fines and/or penalties are due to the Association; and b) that, to the best of the knowledge of the Association, such Member is not in breach of any of the provisions of the Willow Creek Homeowners' Association, and the House Rules.

12. RULES RELATING TO PENALTIES AND CHARGES

- 12.1. Any person who in the opinion of the Association contravenes or fails to comply with any provision of the Homeowners' Association, these House Rules, or any conditions imposed by or directions given in terms of the House Rules, shall be deemed to have breached these House Rules and in such event;

The Association Chairman is the primary enforcement agent who will operate with delegated levels of authority from the HOA.

In the event of dissatisfaction with any decision of the HOA representatives, the line of appeal is to the Chairman of the OA whose decision is final.

The principles of natural justice and equity will apply to all cases.

In cases of dispute between homeowners and HOA, the Community Schemes Ombud Service will act as arbitrator and whose decision would be final.

- 12.2. Subject to 12.1., the HOA shall furnish the owner (Member of the OA) with either a warning or fine as determined by the OA Chairperson. If a warning is determined this would give the owner a reasonable amount of time to rectify the breach, after which a fine could be determined. If a fine is first determined then this becomes payable by the owner who may then recover this amount from the offender.
- 12.3. if the breach or failure is not remedied or rectified within the specified period, then the HOA may impose a penalty on the owner in terms of the Schedule of transgressions and penalties as amended by the Trustees from time to time;
- 12.4. In the event of an owner or occupant failing to comply with any of the rules in the sense that they fail to carry out the work or to have it done, then the Association, through any other representative, will be entitled to carry out the necessary work and to claim payment for its expenditure from the owner or other occupant together with interest rate and management fee.
- 12.5. Should the Trustees impose a penalty in respect of any transgression and where the defaulting party is a Owner, such penalty shall form part of the levy as invoiced by the Managing Agent.
- 12.6. In the event of an imposition of a penalty and where the defaulted party is not an owner, but a tenant or visitor, such penalty shall either be payable on demand or shall form part of the levy as invoiced by the Managing Agent.
- 12.7. In the event of repeated breaches of a particular Rule by a Member, the Trustees shall be entitled, but not obliged, to escalate the penalties which may be imposed in respect of such breach in terms of the Schedule on each and every occasion the breach re-occurs.
- 12.8. The decision of the Trustees with regards to the enforcing of the rules and imposition of any sanctions in terms of these disciplinary rules shall be final.
- 12.9. In the event of breach by anyone of a Member's household, employees, invitees, guests and tenants, then member shall be liable for the payment of any fines imposed.
- 12.10. In the event of a breach by a tenant, a member of the tenant's household or employees, invitees or guests of the tenant, the Association may, in addition to the imposition of any fine or other penalty, bar such person access to the Estate.
- 12.11. Should a Member fail or refuse to comply with these House Rules, the Association may take punitive measures necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.
- 12.12. In the event that it becomes necessary for the Association to proceed against the member by ordinary civil process, then in such an event the member shall be obliged to pay all legal costs and collection commission incurred by the Association as between attorney and own client.

13. DISPUTE RESOLUTION

If the offender disputes that he/she has breached or failed to comply with the rules, a written justification must be sent to the Association's Chairman regarding the happenings. From there a meeting will be held with the Association to determine appropriate action.

14. INDEMNITY

The residents' use of open spaces is at all times entirely at their own risk. Every member of the HOA hereby waives any right he may obtain against the HOA to claim any loss or damage suffered by virtue of damage to or loss of property or the personal injury or death of the member or his family or invitees occasioned while anywhere in the Estate. Every member hereby identifies the OA against any such claim made by the member's spouse, child, parent, servant, guest, invitee or tenant. This indemnity will extend to damage or injury caused by domestic animals owned by any member of the HOA.

15. OTHER

The owner or other permanent occupant (such as a lessee) of a property in the Estate will be deemed in to be in breach of a provision of these rules if such rule is breached by any party who occupies or visits the property through the owner.