



**HAWAAN HOME OWNERS
ASSOCIATION**

REG. NO. 2004/008756/08

CONDUCT RULES

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1.

INTRODUCTION

- 1.1 Living on our Estate is being part of an exclusive community of families who share a secure and special lifestyle in a nature reserve. The objective of the House Rules is to protect this harmonious lifestyle for the community through an acceptable code by which members may live together, without interfering with others' enjoyment, to the benefit of us all.
- 1.2 In the event of differences or annoyances, the parties involved should attempt as far as possible to settle the matter between themselves with respect, tolerance and consideration.
- 1.3 The Directors of your HOA, in terms of the MOI, are given the task of making rules for the Management, Control and Administration and use of the enjoyment of the Estate.
- 1.4 Please see these rules as neither restrictive nor punitive, but rather as a judicious framework to safeguard and promote appropriate, sensible and fair interaction amongst everyone.
- 1.5 The Directors do have the right to impose financial penalties or fines on those members who fail to comply with the rules. Fines, if imposed, shall be added to and deemed to be part of the levies due and payable by the Member/Owner. Whilst it is hoped that it will never be necessary, the Directors may enforce the provisions of any rule by application to the Courts.
- 1.6 The Directors are very willing to consider any constructive suggestions for reasonable additions, omissions or amendments to these conduct rules. Such suggestions should be submitted in writing to the HOA ("HOA") through the Estate Manager.

- 1.7 The conduct Rules which are set out below are binding on all Owners and all persons occupying any section/erf who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with them.
- 1.8 Happy and satisfying community living is achieved only when Owners and residents use and enjoy their properties and the common areas in such a manner that they show respect and consideration for the rights of other persons lawfully on the Estate. Compliance with the Conduct Rules and general consideration by Owners and residents for each person lawfully on the property will greatly assist in achieving a happy community.
- 1.9 In case of annoyance, aggravation or complaints occurring between Owners or occupants, an attempt should be made by the parties concerned to settle the matter between them. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, only then should it be brought to the notice of the HOA through the Estate Manager in writing.
- 1.10 In case of any conflict between the Conduct Rules and the MOI, the MOI shall prevail.
- 1.11 The Rules as set out, and any additions thereto, shall apply to all Residents/Owners /Purchasers and/or tenants on the Estate. "Owner" shall mean Co-Owner, Corporate Owner, Trustee, Lessee, Family member and Invitee.
- 1.12 In signing the Agreement of Sale or any Transfer Deed, each Owner is deemed to accept the terms and conditions of these rules as well as any amendment or additions made in relation thereto.

- 1.13 The intention in the creation of these rules for the Estate is to practice and ensure good Estate Management to so that the investment of your purchase remains intact.

2.

ABUSE

- 2.1 Should a member believe he has been the recipient of unreasonable behaviour from any person employed in the Estate operation, he/she is requested to report the matter in writing to the HOA through the Estate Manager to ensure that the matter can be resolved correctly.
- 2.2 Whilst it may be frustrating for a member to have to wait at the entrance gate whilst the security guard is carrying out his duties with a visitor or the car in front of you, **PLEASE BE PATIENT** and remain polite to the guards. The guards are given procedures to follow and are not allowed to deviate from their instructions.
- 2.3 Any member who causes any damage to the Common areas of the Estate including the Gate House and perimeter wall will be required to pay for the repair of such abuse or damage on a full indemnity basis, together with a fine of no less than R1 000.00 to a maximum of R10 000.00 depending upon the severity of the offence.

3.

AESTHETICS - General

- 3.1 The spatial arrangement of the dwellings on the Estate will reflect the holistic planning by the panel of Estate Architects (The Development Architects). All buildings will be designed and positioned in such a way that it becomes an integral part of the natural landscape of the Estate.
- 3.2 The Estate is enhanced by common property consisting of open areas, ponds, water features, roads and infrastructural services.

3.3 The development site plan can be obtained from the Estate Administrative offices if required by any of the Owners.

3.4 The Estate is run by the HOA. All purchasers (property Owners) are automatically members of the HOA.

4.

AESTHETICS – Architectural Language

4.1 In order to procure compliance with the general nature and amenity of the Estate, some form of pattern and order based upon the overall plan, has to be observed in order to maintain the desired style and ambience of this unique Estate.

4.2 The Architectural Design, Garden Landscaping controls and Environmental Management are used holistically to ensure that the Estate is developed in the best possible way and these tools are used to ensure certain parameters within which all Members must conform.

4.3 It is the Members' responsibility to check with the HOA that they are in possession of the current edition of these controls and rules before commencing with any development within the boundaries of their property.

4.4 To this end, approved control schedules are published covering the following:

5.

AESTHETICS - Dwellings

5.1 Prior to the commencement of any earthworks or construction work, proposed plans are to be submitted to the HOA Architectural Review

committee. Thereafter (subject to plan approval by the HOA) the plans may then be submitted for statutory approval to the Local Authority.

- 5.2 Every alteration to a building, attachment to a building (plaque, awnings, air conditioning units etc.) erection of, or alteration to fencing/garden walls etc., must also have written permission from the HOA.
- 5.3 These controls are necessary to ensure that the amenity of the Estate is maintained at all times and that neighbours and others are not inconvenienced or compromised and that the investment of Owners on the Estate is preserved.

6.

AESTHETICS – Approval of Plans

- 6.1 All house design and garden layout plans are to be submitted to and approved by the HOA and its Architectural Review Committee before being forwarded to the Municipality for approval.
- 6.2 Owners undertaking any alteration, extension or change to their home or landscape are required to submit the appropriate plan for approval by the HOA and Architectural Review Committee.
- 6.3 Owners acknowledge that the control schedules are not explicit in respect of each and every design consideration for the Estate. The Architectural Review Committee has been appointed by the HOA to review and consider all plans within the architectural vision and holistic framework of the Estate and accordingly may exercise their subjective architectural discretion in determining whether or not to approve proposed plans submitted by any owner. Owners acknowledge that the decision of the Architectural Review Committee in regard to proposed plans are final and binding.

- 6.4 No Owner may commence the primary construction of their home or further additions/extension until all the relevant permissions have been granted.

7.

HOA

- 7.1 The HOA is established to control Estate Management and is an Association to which all purchasers (i.e. Estate Home Owners) must become Members and to which is assigned the job of managing and running the Estate for the benefit to all - It is YOUR HOA.
- 7.2 The HOA and its operation is established in terms of its Memorandum of Incorporation in terms of the Companies Act. The MOI is available for viewing at the Estate Manager's Office and copies may be made available to all Owners at a nominal charge.

8.

HOA – Membership

- 8.1 The purchaser of a property (i.e. an unimproved or improved property) is obliged to become a member of the HOA and this confers a voting right in accordance with the provisions of the MOI. A member is entitled to one vote regardless of the number of erven owned by that member.
- 8.2 Should there be more than one member, ie. joint Ownership, or should the Owner be a trust, close corporation, company, syndicate, partnership, or any other entity, it shall be required to nominate one person as a representative member of the HOA.
- 8.3 Owners may NOT resign their membership for the duration of their Ownership of property on the Hawaan Forest Estate.

9.

HOA - Management

- 9.1 The HOA is run by the Directors elected by members of the HOA in a general meeting. For so long as Hawaan Investments (Pty) Ltd is the Owner of erven on the Estate, it shall be entitled to appoint two of the Directors on the Board.
- 9.2 Only Directors who are in good standing with their levy accounts and have no outstanding fines may be nominated for election at a general meeting.
- 9.3 The aims of the HOA, managed by the Board of Directors, are to:
- (a) ensure that a secure environment for the Members of the HOA is maintained by way of a gated controlled access to the Estate, perimeter electrified fencing, beams, sensors and television cameras, as well as the appointed security staff;
 - (b) maintain the aesthetic standards of the Estate by controlling buildings and improvements on the Erven in accordance with the Site Development and Architectural Guidelines, the Environmental Principles, and Environmental Management Plan and any amendments thereto approved by the HOA from time to time;
 - (c) maintain:
 - (i) the gated security access and perimeter electrified fencing;
 - (ii) the roads and verges in the Estate;
 - (iii) the street lighting in the Estate;

- (iv) the parks, areas of conservation significance (except for those areas which fall under the management of the Hawaan Forest Conservation Trust) and water features, and especially to preserve any eco-sensitive areas, plant species or colonies in accordance with the Environmental Management Plan for the benefit of the Members and in accordance with any future rehabilitation and amendments approved by the Department of Environmental Affairs and adopted by the HOA from time to time;
- (d) maintain good conduct standards of Members and occupiers of Erven in the Estate for the general benefit of all Members in accordance with the Conduct Rules adopted by the HOA;
- (e) insure and properly maintain all assets under its control;
- (f) raise levies as provided for herein to fund the carrying out of its objects;
- (g) make and enforce rules, in furtherance of the objects of the HOA, and other rules of the MOI and the Conduct Rules.
- (h) impose fines and penalties for non-compliance with the provisions of the MOI and the Conduct Rules and any other relevant rules.

10.

MOTOR VEHICLES, USE OF ROADWAYS AND PARKING AREAS

- 10.1 Owners or occupiers of property shall ensure that they and/or any of their visitors or guests:

- (a) observe any and all road signs, in addition to traffic speed limits as imposed by the HOA:
- (b) do not drive their vehicles within the Estate in any manner which creates a nuisance or is considered by the Directors not to be in the interest of safety; and
- (c) do not allow any unlicensed person or vehicle to be driven within the Estate nor allow a driver of a vehicle considered to be under the influence of alcohol, or any other substance that may affect the driver's ability to be in absolute control of the vehicle.

10.2 Hooters shall not be sounded within the Estate other than in emergencies.

10.3 Vehicles may be parked only on such areas of the Estate as are specifically indicated or approved by the HOA for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed and that the road verge landscaping or Storm water channels established for the Estate are not damaged. Any such damage caused will be the responsibility of the property Owner concerned to remedy if such damage was caused by the Owners Guests or Invitee.

10.4 Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid or that are not roadworthy may not be parked within the Estate other than for such short periods as may be approved by the HOA, and with its prior written consent.

10.5 No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the Estate without the prior written consent of the HOA.

- 10.6 The HOA shall be entitled to remove or tow away, at the risk and expense of the Owner of the vehicles, any vehicle parked, and standing or abandoned on the Estate in contravention of these rules.
- 10.7 Vehicles parking or entering the Estate are subject to the express condition that entry is at the Owner's risk and responsibility and that no liability shall attach to the HOA or its Agents or any of their employees for any loss or damage of whatever nature which the Owner, or any person claiming through or under him, may suffer in consequence of his vehicle having entered or been present on the Estate.
- 10.8 Parking on the sidewalks and open spaces is prohibited and vehicles may only be parked in the areas designated for parking by a notice board. Where parking areas are demarcated for visitors such areas may only be used for visitors parking and under no circumstances may the Owner or any member of their families park their vehicles in such areas. At no time will vehicles be allowed to park on the verges, whether within or outside of the boundary of any property.
- 10.9 Repairs to and reconditioning of vehicles on the common property are not permitted.
- 10.10 Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise.
- 10.11 Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- 10.12 The speed limit throughout the Estate is 30 Kilometres per hour. Any person exceeding the speed limit or driving in a dangerous manner will be fined by the HOA. Should the person concerned be a visitor to the Estate, the Owner being visited will be liable for the fine.
- 10.13 Pedestrians must always be given the right of way on the roads.

- 10.14 Any transgression of these rules will render the person liable to a fine of between R500.00 and R25 000.00 as may be determined by the HOA from time to time.
- 10.15 Scooter bikes, dune buggies or any other such vehicle with noisy exhausts may only be driven to allow access to or egress from the Estate.
- 10.16 All caravans Boats and Trailers may only be parked within each erf under the Ownership of the Owner and parked in such a way as **NOT** to be visible from the roads.

11.

REFUSE DISPOSAL

- 11.1 An Owner or occupier shall use a green "Otto" bin for refuse collection by the eThekweni Municipality.
- 11.2 The Owner or occupier shall place such Otto bin outside the property on the days when the Municipality collects the refuse and shall promptly remove such Otto bin to inside the property after its collection.
- 11.3 No garbage or garden rubble may be left outside the property at any time, especially overnight, except for collection on date of collection.
- 11.4 The Estate Manager will advise the refuse collection days from time to time.
- 11.5 It is not permitted to burn household or garden refuse either within the Owner's property or on any area of the Estate.
- 11.6 Should any item of refuse be of such size or nature that it cannot be removed by the Ethekeeni Municipality Refuse Removal Service, the member may contact the HOA who will advise the method by which such

refuse may be removed. All costs incurred for the removal of such refuse will be for the Owner's account.

12.

NOISE

- 12.1 An Owner or occupier within the Estate shall ensure that he/she and his/her visitors or guests do not make or create undue noise.
- 12.2 Radios, televisions, musical instruments, record players and all devices emitting any noise must not be used in such a manner as not to be heard in adjoining homes or from the Estate roads.

13.

GARDENING

- 13.1 No plant or flower may be picked from, nor any damage caused to the garden areas within the estate and the natural flora and fauna shall not be destroyed, removed or damaged in any way.
- 13.2 All maintenance of the gardens in the common areas of the Estate will be undertaken by the HOA in accordance with the landscaping plan and no Owner shall be entitled to interfere with any of the plants, trees or shrubs in the common part garden by removing or altering same or adding any other plants, shrubs or trees whatsoever without written consent from the HOA.
- 13.3 Should the Owners wish to undertake any planting which would result in a change to their approved landscape plan, they shall be obliged to comply with the provisions of Rule 6 before undertaking any planting or change.
- 13.4 The initial planting to each plot will be carried out under the guidance and leadership of a qualified Horticulturist (currently Geoff Nichols) and at the

cost of the Home Owner and only indigenous plants will be installed selected from an agreed planting palette and purchased within an agreed radius to avoid contamination. The installation of first time /initial or new gardens must comply with all procedures and guidelines as laid down by the HOA. Each Owner is responsible to obtain a Certificate of Compliance issued by the HOA after three months of the first occupation of the home. Home Owners are obliged to continue to plant and maintain the garden in accordance with the guidelines adopted by the HOA after occupation of the property.

14.

GARDENS - Installation

- 14.1 In order to procure compliance with the amenity of the Estate, approved LANDSCAPING DESIGN CONTROLS and PLANT LIST are in place.
- 14.2 Members must submit a garden landscape layout plan to the HOA for approval no later than three months from the date of the approval of plans by the Municipality.
- 14.3 Weather permitting, new gardens must have been installed within three months of their property being built.

15.

GARDENS - Maintenance

- 15.1 The Estate is laid and environmentally planned to be consistent with a horticulturally designed theme.
- 15.2 All common area gardens at open spaces, around the gate house, islands in roadways, sidewalks (if any), water features, are maintained by the HOA at a cost which is included in the levy.

- 15.3 Maintenance of residential gardens and erven (within the member's property) is to be undertaken by the member in compliance with the Estate landscaping design controls and subject to the reasonable direction of the HOA.
- 15.4 It is **NOT PERMITTED** to burn garden refuse on any site except under written authority of the HOA.
- 15.5 Soft gardening off cuts/lawn cuttings and other compost-able items should be placed in designated refuse plastic bags and be collected from the member's property by the Ethekwini Municipality. Should the Owner not maintain the gardens and erf in compliance with the Estate landscaping design controls and in accordance with the directions of the HOA, the HOA may undertake the required remedial work and recover the costs of such work from the Owner. Any refuse not so removed may be done so by the HOA and the cost shall be for the Owner's account. or by arrangement with the HOA Office. Cost for removal of refuse will be for Owners account.

16.

GARDEN SHEDS

Garden sheds will not be allowed without the written permission of the HOA and Owners should accommodate storage of garden implements and equipment within the confines of the permanent structure of their dwelling.

17.

POOL PUMPS

Pool pumps may run from only between the hours of 08h00 and 18h00.

18.

GATES AND FENCING

- 18.1 No gates on the boundary of the Owner's property are permitted.
- 18.2 The general aesthetics and planning of the Estate does not include the fencing of any erf or boundary. However the HOA are aware that in certain instances that fencing may be required (especially around pool). Where this is required agreement must be reached between the HOA and the Owner as to the type of fencing to be installed and the area to be fenced.

19.

GAZEBOS

Only permanent structures which are not visible to adjoining properties and roads may be permitted as part of the original design and may not be re-positioned without the written consent of the HOA.

20.

GUESTS - RESIDENTIAL

All house guests, whether the Owner is resident during their stay, or non-paying guests who may be staying in an Owner's home whilst the Owner is not in residence will be subject to all the Conduct Rules of the Estate at all times.

21.

PETS

- 21.1 The Estate is situated in a proclaimed nature reserve. All Owners recognise the unique nature of the Estate and as a result accept that as a result no dogs, cats or other pets that may harm wildlife, or threaten biodiversity will be allowed on the Estate. Owners must take cognizance of the fact that this is an agreed ruling with the relevant Authorities and must be strictly adhered to and complied with at all times, and as such will be an ABSOLUTE rule.

- 21.2 The Directors of the HOA will request the Owner of any cat or dog, or other such animal not approved by the HOA in writing, to remove such animal within 24 hours and in the event of non-compliance with the request, the HOA and/or the appropriate authorities may arrange the removal of the animal from the Estate and the Owner will be responsible for all costs incurred relating to such removal.
- 21.3 No visitors will be allowed on the Estate if accompanied by a cat or dog.
- 21.4 Any other pets brought on to the Estate will only be allowed if a written request is made and granted by the HOA.
- 21.5 The Owner shall also be liable to a fine of between R5 000.00 – R25 000.00 in respect of any violation of this rule.

22.

SIGNS AND NOTICES

- 22.1 No Owner or occupier of a section/erf shall erect any sign, notice, billboard or advertisement of any kind whatsoever so as to be visible from outside the section/erf without the prior written consent of the Directors first having been obtained.
- 22.2 No illuminated signage will be permitted.
- 22.3 All house number boards must conform to the size, colour and position as determined by the requirements of the HOA.

23.

CHILDREN

Members and residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the communal areas or the property of other Owners/Residents.

24.

ACTIVITIES ON COMMUNAL AREAS

- 24.1 No hobbies or other activities may be conducted on the common areas so as to cause a nuisance to other Owners/Residents. Please note that the communal areas are defined as the Estate roads, ponds and Entrances. The Grassland and Forest and the 40 metre buffer area around the eastern and northern section of the Development is not regarded as communal areas for these purposes
- 24.2 The Grassland and Forest and the 40 metre buffer area are under the control of the Hawaan Forest Estate Conservation Trust and is controlled by the trustees of that Trust.
- 24.3 Subject to any conditions imposed by HOA, access to the Grassland and Forest areas are accessible from the Main Gatehouse as well as from Phase 5 access points.
- 24.4 No member may in any way interfere with any plants, trees, shrubs, or any flora or fauna within the Grassland and Forest or buffer area.

25.

CAMPING AND PICNICS

Camping and picnics are NOT permitted in any of the common parts on the Estate.

26.

USE AND CONDUCT IN OPEN SPACES

- 26.1 The lighting of fires in any open space on the Estate is strictly prohibited unless specific authorization is received from the HOA.
- 26.2 Disturbing, harming or destroying any wild life or animal or bird is prohibited.
- 26.3 The use of any open space in a manner or through conduct which may unreasonably interfere with the use and enjoyment thereof by any other persons, or in such a way as to cause a nuisance which may detrimentally affect the amenity of such space, is prohibited.
- 26.4 Littering or discarding any item whatsoever on the Estate is prohibited.
- 26.5 The pollution of any lake, pond or stream is prohibited.

27.

VISITORS

- 27.1 Owners are liable for the conduct of their family visitors and tenants and they must ensure that all rules, whether in terms of the MOI or these Conduct Rules are properly adhered to.
- 27.2 Details of all visitors must be notified (as far as this is practicable) to Security preferably via the Estate life app and confirmed PRIOR to the Visitor arriving on the Estate. If this is not possible Security Staff will notify the relevant Owner and obtain consent to allow such visitor access and only after such authority is given will access be granted. This “waiting period” has the effect of “annoying” visitors, and Owners are therefore urged to pre-book visitors.
- 27.3 The Owner must be at his residence for access to be granted.

- 27.4 All visitors will be requested to sign an access register, even if they have a visitor code. HOA may affect any variations in access procedures and security from time to time as may be necessary.

28.

BUSINESS ACTIVITIES

- 28.1 No business activity, profession or trade, may be conducted on the communal areas or in a home without the prior written permission of the HOA having been obtained. In this regard no trading will be allowed nor any business operation which necessitates staff / clients visiting excessively and which may cause any nuisance or compromise the security of the Estate.
- 28.2 No public auctions, or jumble sales may be held on the communal areas.
- 28.3 No advertisements or publicity material may be exhibited without the prior written consent of the Directors of the HOA
- 28.4 Business activities will include the letting of any home through Air B&B or short term letting (of less than 3 months) and as such will not be allowed on the Estate.

29.

RESTRICTIONS

- 29.1 No building on any erf shall be entitled to exceed any limitations imposed in the original sale documents or indeed on the Architects conceptual plans or Local Authority building regulations at the time prevailing.
- 29.2 No building shall be permitted within any part outside the cadastral boundary of each designated erf.

- 29.3 All Owners shall be obliged to adhere to the development guidelines as set by the Estate Architects and adhere to the environmental principles laid down by the HOA and the Hawaan Forest Conservation Trust
- 29.4 Every erf shall have a Site Development Plan, Landscaping Plan and Building Plans prepared by one of the Estate Architects for the erf and such plans and/or dwelling or areas may not be altered in any way without the prior approval of the HOA.
- 29.5 The sale of every erf shall carry with the sale agreement strict and definite details as the maximum height width and depth and details of elevations that any building constructed shall be restricted to as well as agreed elevations. Such dimensions shall be acknowledged by each Owner or any assignees of the original land sale agreement as being the maximum amount of coverage and area that any property can be built as agreed within the original sale Agreement.
- 29.6 Each Owner and his successors in title agree to adhere to the original sale agreement insofar as these restrictions are concerned and each Purchaser/Owner acknowledges receipt of a clear indication of these dimensions and restrictions and has completed the transfer of the property in the full knowledge and agreement that he will comply with the Estate's Architectural & Design Guidelines and undertakes that no further development will take place beyond the original areas agreed for development of the relevant erf.
- 29.7 Each Owner undertakes on behalf of himself and his Successors in Title that he will at his own cost complete such construction and in accordance with the plans approved by the HOA and the Local Authority within a period of eighteen months from transfer to the property, and erect and complete in a substantial and workmanlike manner to the satisfaction of the HOA and the Design Review Committee in accordance with the detailed plans and elevations submitted and approved by the HOA, the Design Review Committee and the Local Authority and acknowledges

that such buildings will not be used for any other purpose other than a residential dwelling.

- 29.8 The Owner or his successors in title shall construct the buildings and develop the land strictly in accordance with all regulations and to the satisfaction of the Local Authority.
- 29.9 Any house erected upon each erf shall comply with all clearly demarcated lines as approved by the Design Review Committee and in accordance with any clearly defined lines relating to adjacent property.
- 29.10 The Owner and all successors in Title of any erf shall observe and preserve the frontage line of any house/ building as shown on the plan annexed to the original agreement of sale entered into by the Developer and the original Purchaser.
- 29.11 No Building other than a dwelling house and garages and gardens shall be erected on the land agreed to be sold and every such dwelling shall front the road adjoining the land and shall conform to the building line as indicated on the plan annexed to the original sale agreement with the Developer.
- 29.12 The frontage of any corner plot shall be deemed to be the road to which such plot is stated in the particulars of sale agreement to have a frontage.
- 29.13 No building shall be erected on the property except one private dwelling house and garages serving such unit and to be used in connection therewith, and no building or garage shall be erected on the site until the site and elevation thereof shall have approved by the HOA and the Design Review Committee or its successors in title for the time being and their Architects and every such building shall be of such character and description and built according to such plans designs and specifications and elevations as shall have similarly approved in writing. No such building shall after erection be altered in external appearance

without revised plans being submitted and approved in writing by the HOA and the Design Review Committee.

- 29.14 No building or structure whether permanent or temporary and no tree or shrub shall at any time be erected or built or placed or planted or grown upon the cadastral boundary of each erf of a greater height than agreed by the HOA in writing.
- 29.15 Each erf is sold subject to the design and elevation restrictions noted by the Design Review Committee and the respective purchasers acknowledge that he shall be bound by the agreed parameters of control as set out in the sale agreements and shall not seek any variation after taking transfer of such erf. Each respective purchaser agrees to these terms for the benefit of the Developer and the HOA and agrees to perform and observe the stipulations pending the transfer of the property to any respective purchaser.
- 29.16 The design and construction of all new buildings, extensions or alterations to buildings and all gardens must be approved by the HOA prior to any work being commenced, and any applications in respect thereof must comply with the existing guidelines as in existence at the time of such application.
- 29.17 It is a condition of the Local Authority that the HOA's prior approval of building plans is attached to the request for the passing of plans.
- 29.18 No construction or installation may commence prior to full HOA and Local Authority approval.
- 29.19 A certificate of completion will be issued by the HOA after the buildings have been erected or any extensions thereof providing there is strict compliance with the plans submitted and approved. No building may be occupied until such Certificate is issued.

30.

RESTRICTION ON TEMPORARY STRUCTURES

There shall not at any time be erected or placed or remain on the property / erf any temporary building or structure except sheds or workshops to be used for the purpose of and in connection with the building of permanent buildings and in the course of construction of each particular erf.

31.

SATELLITE DISHES, AERIALS AND AIR CONDITIONING UNITS

31.1 Terrestrial and Satellite Television Aerials may be installed by the Purchaser /Owner and must be positioned in such a place so as not to be visible from the roads or in any other area outside the ownership of the land being serviced.

31.2 If the positioning of any device is found to be intrusive to the eye and/or visible from the outside of the erf so as to be undesirable to the aesthetics of the Estate, the Directors of the HOA will have the right to request the Owner to re-position such offending instrument and the Purchaser/Owner must comply with such request. It is therefore recommended that the positioning of these instruments is agreed upon by ~~the Directors of the~~ the HOA before any installation is commenced.

32.

DOMESTIC WORKERS

32.1 Every domestic worker, engaged to work on the Estate must be registered at the HOA Office and will be issued with an Access disc/biometric access subject to approval and ratification of ID details.

32.2 It will be the Owner's responsibility to inform the HOA of any termination of employment and for access to be cancelled.

32.3 Owners shall be responsible to ensure that their servants or agents /workers comply with all security requirements as well as the rules of the Estate.

33.

PROPERTY MAINTENANCE

33.1 The Gatehouse, Administration building, gates perimeter fences, security systems and common roads and areas are all maintained by the HOA at the cost and within the levies payable by each Owner.

33.2 The maintenance of each house both internally and externally is the responsibility of each Owner.

33.3 Owners are required to maintain the exteriors of the houses to the standard maintained in the entire Estate. In the case of failure to do so, the HOA at its discretion after reasonable notice is given to the Owner, may order a Contractor to carry out suitable maintenance in the absence of the Owner and where it is considered to benefit the look of the Estate, and all charges incurred in respect thereof may be recovered against the relevant Owner as a sum due and outstanding from him.

34.

POST

A physical street address of each erf will be a valid postal address and as such all postal deliveries will be made to the Administration offices of the HOA. It is therefore essential that a post office box address is noted on all mail and such post boxes will be maintained within the Estate.

35.

SELLING OR RENTING OR PARTING WITH POSSESSION

- 35.1 Every Owner must obtain the consent of the HOA to sell, rent or lease any property on the Estate and must utilise the prescribed standard HOA Sale or Lease Agreements. This is to ensure that all dues and requirements of the HOA have been fully complied with and all levies are paid.
- 35.2 The HOA must be advised prior to the renting/leasing of a home and the HOA's written consent to lease to a specific lessee must first be obtained. The HOA shall have the absolute right to refuse to supply such consent.
- 35.3 In respect of such matters, a set of protocol documents will be required to be completed to which an administration charge is attached and no lease or sale transaction will be effected until all documents are submitted, all fees paid and HOA has provided its written consent.
- 35.4 No Owner shall be entitled to enter into any short term lease, for less than a period of three months.
- 35.5 No sub-letting shall be permitted and the maximum number of persons allowed to reside at one time in one home shall not exceed the number of legitimate bedrooms in the home, multiplied by two.

36.

THE EXPOSURE OF THE DRYING OF WASHING

Adequate provision must be made to ensure that the drying of clothes or the clothes line must not be visible from the roads or indeed visible from the adjacent properties. No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying area designated within the Owners property for such purpose.

37.

DOLLS PLAYHOUSES AND JUNGLE GYMS

Free standing dolls houses and children's' playhouses or jungle gyms in gardens require the written permission of the HOA prior to the installation and such items shall only be allowed provided the items are placed in areas so as to have no detrimental effect on the neighbours.

38.

SECURITY

38.1 The residential areas and all facilities within the boundaries of the Estate will be covered by contracts with a single security company.

38.2 Access by card/disc or remote to the Estate is limited to residents. All access control issued to Owners will be liable to a fee to HOA. All additional discs issued thereafter will be liable to a fee.

38.3 All access to and exit from the Estate MUST be by access card/disc or by a signed visitor register.

38.4 Special application for temporary access cards (for a limited and specified period) for guests legitimately staying with residents may be made by the Owner to the HOA's office.

38.5 It must be remembered that there are many persons other than residents who, of necessity, have to be in the Estate at any one time – contract workers, building contractors' staff, delivery people, repair service companies and others. The HOA Office will confirm the temporary access procedures for contract staff.

38.6 The HOA is responsible for ensuring that the contracted Security Company adheres to the controlled access/exit security procedures for all persons.

- 38.7 This is your Estate. All Owners desire security to be maintained to the highest level possible, and security is accordingly a shared responsibility, therefore the co-operation of every Estate Owner is essential.
- 38.8 Owners are requested to report to security any suspicious or unlawful occurrence immediately it is seen or perceived.
- 38.9 Special Security procedures for daily domestic staff will be provided by the HOA from time to time.
- 38.10 When Owners are away from their homes for a period longer than 48 hours, as an added precaution they should notify Estate Management of the departure and return dates in order that their property can be put under additional surveillance.
- 38.11 All visitors to the Estate are required to sign at the gatehouse and residents should notify security in advance of impending visitors through the use of the MyEstateLife app/email or telephonic authorisation. Should visitors arrive unannounced security will endeavour to contact the resident being visited in order to seek permission to allow the visitor access to the Estate. If the resident is unavailable and cannot be contacted, the visitor will not be allowed onto the Estate.
- 38.12 Utility services and security are provided by the HOA in good faith and in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous non-stop basis. However, as with any house in any suburb of any town in the country, no guarantee can be given that all services will operate fully throughout every 24 hours, year in year out.
- 38.13 Outages do occur and such temporary inconveniences do not empower members to reduce required payments to the local authorities nor to reduce the payment of levies to the HOA.

39.

CONTRACTOR PROCEDURES

39.1 Contractors are defined as any person /company appointed to construct buildings, effect any alterations to houses or property and installations of any kind to houses or property and installations related to property and equipment. This procedure also applies to temporary labour employed to do “odd jobs”, plumbers, electricians, and artisans called out for an emergency or any other person who will be called out to do work of any kind on the Estate. Temporary access discs must be applied for from HOA for any contract workers.

39.2 All contactors must be notified to Security before entry is allowed. All Contractors will be expected to comply with all security procedures and rules as existing at the time of entry and will be expected to sign any letter/ conditions relating to any indemnities required by the HOA as at the date of entry in order to be allowed access into the Estate.

40.

FIREARMS

The discharge of any firearm air gun or other dangerous weapon is strictly prohibited on the Estate, unless in an act of self defence.

41.

THE FOREST

41.1 All areas of the Forest are strictly out of bounds, and although in the Ownership of the Developer, is not considered common areas or open spaces and is under the management of the **HAWAAN FOREST CONSERVATION TRUST** and its Board of Trustees. Access to the forest will be granted to the Residents of the Estate in a controlled way and at

such times and on such terms as agreed with the Trustees of the Conservation Trust

41.2 The forest is the land managed by the established Conservation Trust Registration number IT 814/03 for the purpose of:

(a) Providing under suitable conditions and control, special opportunities for the study of, and research into matters relating to the fauna and flora of the Hawaan Forest and the physical conditions in which they live and for the study of geological features of special interest in the area

(b) Preserving flora, fauna or geological or physio-graphical features of special interest in the area or for both of these purposes. As such no persons whether Residents/ Owners /Invitees or general members of the Public will be allowed on to the land managed by the Trustees without a written agreement to abide by any stipulations imposed by the Trustees for the time being appointed.

41.3 The Forest area is accessible from different points on the Estate. Please notify security if you intend accessing the forest, as the security surveillance system will pick up activity. The Forest area remains private property and any person/s found trespassing and without written authorization will be regarded as a trespasser and may be liable to prosecution.

41.4 All authorised persons entering the Hawaan Forest under the control and aegis of the Trust must first agree to the restrictions imposed by the Trustees, and as such traffic of persons into the area may be specifically regulated. The Trustees with the consent of Hawaan Investments (Pty) Ltd may erect and maintain notices or signs as to the designated walkways and paths within the forest area and all residents will thereafter confine their walks into the forest to these designated areas. The

Trustees may also erect and maintain notices indicating the boundaries of the land comprised under their management.

41.5 In exceptional conditions of weather all persons may be excluded from access where their access is likely to result in fires occurring.

41.6 A nominal part (initially stipulated at the rate of R100 per month per household) of the levy charged to each Owner will be directed by the HOA to the management fund for the Trustees of the Hawaan Forest Conservation Trust to carry out the environmental management plan (hereinafter referred to as the “EMP”) for the forest. The Trustees in turn will utilize these funds to maintain and manage the forest and to do all such things appearing to them desirable for the foregoing purpose and in particular remove invasive and deleterious material whether in plant or any other form and plant and improve the quality and integrity of the Forest.

(a) An automatic escalation in line with the consumer price index will apply annually to such contributions.

(b) If, in any particular year the Hawaan Forest Conservation Trust considers that an escalation is NOT required, the Hawaan Forest Conservation Trust shall have the right to request the eThekwini Municipality to agree the waiver of an automatic increase for that particular year; and

(c) If the eThekwini Municipality disagrees, then the issue is to be referred to an independent Arbitrator to determine whether any increase stream is reasonably required, and the Hawaan Forest Conservation Trust and the eThekwini Municipality agrees to be bound by the determination of such independent Arbitrator.

41.7 In consideration of such payment the Trustees will agree to make such provision for the granting of controlled access to the forest at agreed

times and on agreed days as is deemed to be sufficient in all the circumstances.

42.

THE BUFFER AREA

42.1 The area designated as the buffer is a 40 metre strip along the forest edge and between the Estate and the Forest or the Grassland area to the north of the Developed area. This area although regarded as part of the Estate will be STRICTLY out of bounds to all residents and under the control and maintenance of the HOA and the Hawaan Forest Conservation Trust, and subject to its own EMP.

42.2 Due care and consideration will be given to this area as forming an interface with the Forest. The costs of maintenance of this area will be regarded as the costs to be incorporated within the costs of the maintenance of the common areas.

43.

SLAUGHTERING AND CURING OF MEAT ETC.

43.1 No animal, bird or reptile may be slaughtered in the Estate.

43.2 No meat, fish or carcass may be hung to dry or be cured in any form outside any residence.

44.

ADVERTS / PUBLICITY

44.1 Posters and promotional material of any nature may not be erected either within the boundaries of any Owners property or the Estate and no private religious or commercial notices or brochures are permitted to be distributed around the Estate.

44.2 This rule does not apply to any Notices placed by the HOA.

45.

FIREWORKS

45.1 The lighting of fireworks or the letting off of the same anywhere on the Estate is **STRICTLY** prohibited at **ALL** times.

45.2 Any breach of this rule will result in the imposition of a fine as determined by the HOA.

45.3 The penalties relating and attaching to the breach of this rule will be severe.

46.

PARTIES AND FUNCTIONS ON THE ESTATE

46.1 Any large social gatherings (of over 10 visitors) held by any Owners must be notified to Security at least 48 hours before the planned gathering, so that adequate access and security arrangements may be made.

46.2 Owners shall not be entitled to hold gatherings of over 25 persons without the written permission of the HOA. Owners will be required to complete an application in respect of any request to hold such gathering which will provide information regarding access arrangements, security, affected neighbours, parking availability, the time of the function, the type of music (if any) or possible noise arising from the function and its general affect to the neighbours, as well as any matters that may have to be taken into account by HOA to assess whether to grant permission.

46.3 Functions of a commercial nature (in respect of which any fee or cost is paid to the Owner or host) shall not be allowed on the Estate.

47.

GENERAL AESTHETICS AND STANDARDS

- 47.1 Verandah/garden furniture or any other external appurtenances decorations, external lights, umbrellas and signs which in the opinion of the HOA are aesthetically displeasing or distorts the general ambience of the Estate may not be displayed in view in any part of the Estate.
- 47.2 Garage doors and courtyard gates must be kept closed at all possible times, other than when legitimate ingress and egress is taking place.

48.

LEVY

- 48.1 Owners must pay levies in full and in advance by the first day of each month.
- 48.2 Owners will be considered in arrears if such payment is not received by the HOA on or before the 7th day of each month.
- 48.3 Should payment not be made on or before the 7th day of each month, the Owner shall be liable to pay interest at the sum of 3% above the current prime overdraft rate charged by Investec Bank until the date of payment.
- 48.4 In addition, the Owner shall be liable to pay the HOA an administration charge of R150.00 per month in respect of any late payment.
- 48.5 Any proceedings taken for the recovery of any outstanding amount and all costs of such recovery and collection, including legal costs on an attorney and own client scale, shall be charged directly to each Owners account and shall remain as a debt until full recovery of the same. . An Owner shall not be entitled to reduce or set off or withhold payment of

any levy, interest, administrative charge, penalty or fine, notwithstanding any dispute.

- 48.6 Levy amounts demanded may not be reduced or off set against any real or perceived partial or non provision or non existent services unless previously discussed and sanctioned by the HOA.
- 48.7 Owners who are away at month end must make arrangements to ensure levies are paid by due date. In the event of any Owner's account being in arrears, the HOA reserves the right to cancel biometric or access linked to the property, ie. Owner or tenant access. Visitor access may also be cancelled.

49.

LEVIES – The Budget

- 49.1 Funds are required to run and operate the entire Estate and are estimated in advance for each year. The HOA's financial year commences on the first day of January of each year and ends on the last day of December in the same year.
- 49.2 The budget consists of all items of expenditure likely to be incurred in the control, management, administration, use and enjoyment of the Estate in general and in particular of its common property.
- 49.3 Estimated income for the year is deducted from the overall expenditure, resulting in a net budget – i.e. The Levy.

50.

LEVIES - Reserves

- 50.1 In all residential community developments there is the ongoing requirement for maintenance and renewal, as it becomes necessary, of

common property (security fence, gate houses, etc) and of general utilities (roads, storm water drainage etc).

- 50.2 The reserve fund is included in the levy to cover these future planned maintenance and renewal items, whereby a reasonable amount is collected each year towards meeting expected future expenditure. This is all based upon a planned schedule covering up to ten years or more.

51.

LEVY STABILISATION FUND

- 51.1 The Levy Stabilisation fund is established via a once-off obligatory payment of R10000 by each Owner at the time of purchase.
- 51.2 This capital fund is not included in the annual levy operating accounts.

52.

THE LEASE OF A UNIT

- 52.1 The consent of the HOA must be obtained prior to leasing / renting any unit which consent will not be unreasonably withheld but will be subject to all outstanding levies being brought up to date if outstanding as at the date of the application, and subject to all other conditions of the HOA being met.
- 52.2 The Owner must inform the Lessee/ Tenant of the Rules and security code for the Estate and any contravention of the rules by any Lessee/ Tenant / his/her servants or agents or members of his/her family or invitees shall be deemed to be a contravention by the Owner.
- 52.3 Full details of all Lessees / Tenants together with two references must attach to all applications to the HOA, together with full terms and conditions and duration of the letting.

- 52.4 Each letting agreement must bear the signed acknowledgment from the Lessee that all persons named in the agreement and occupiers of the property over the age of 14 are fully conversant with Estate rules and security code as prevailing at the time of the agreement having been signed, and agree to abide by all conditions and regulations imposed by the HOA.

53.

SALE OF A UNIT

- 53.1 The consent to sell or transfer a property within the Hawaan Forest Estate must first be obtained in writing from the HOA and the selling/transferring Owner must first have satisfactorily settled all outstanding obligations to the HOA prior to consent being given.
- 53.2 The transferee must agree to the transfer of the share in the HOA to himself and the Owner shall be required to use the HOA's prescribed documents and pay the stipulated registration fee charged for the issue of a new share certificate to the Transferee.
- 53.3 An Owner who wishes to dispose of his property and who requires the services of an Estate Agent may appoint one providing such an Agent is on the accredited panel of Agents as stated by the HOA and providing the Owner and appointed Agent/s sign the appropriate terms and conditions prevailing at the time relating to access to the Estate as stipulated by the HOA
- 53.4 **NO SIGNS OR BOARDS** displaying any reference to the sale of any property within the Estate shall be placed anywhere in or around 30 metres of the perimeter of the Estate, save for any Show Day boards displayed on the front entrance grass verge, which must be removed at the end of the Show Day.

54.

FAILURE TO COMPLY WITH THE ESTATE RULES

54.1 Failure by an Owner/ member of the household of the Owner (for these purposes defined as including servants or agents or invitees or contractors of the Owner) to comply with any provision of any rules may result in:

- (a) a request for an explanation;
- (b) a request for an apology in circumstances requiring one;
- (c) a reprimand in writing and a request to comply in the future;
- (d) the imposition of a fine (deemed to be part of the levy due from the Owner);
- (e) a demand to pay damages to cover any costs and to be indemnified fully for all loss resulting from any non-compliance.
- (f) a prosecution or instituting of proceedings in circumstances relating to any breach of a serious nature.
- (g) suspension of access to the Estate for the household concerned.
- (h) application to Court for enforcement of the Rules.

54.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall be at the discretion of HOA as ratified by the executive committee which shall take due regard of the nature and circumstances and severity of each offence, breach or non compliance.

- 54.3 Any contravention of the rules by any person who gains access to the Estate on the authorisation of a resident shall be deemed to be a contravention by the resident concerned.
- 54.4 Should any resident be aggrieved by any decision made by the HOA, he may after first having paid the penalty lodge an appeal within seven days of the penalty being paid to the Board of Directors through the Estate Manager. The appeal should contain sufficient facts and/or information relating to the matter which the resident concerned believes would justify a finding by the Board which is different to that imposed by the Estate Manager. Penalties imposed for the breach or non compliance of the rules shall be deemed to be part of the levy due by the Owner.
- 54.5 Breach of the Conduct Rules will attract fines between R500.00 and R25 000.00. This does not prevent the Board of Directors imposing a greater sanction than stipulated against an offending resident for other gross violations.

55.

DISCLAIMER OF RESPONSIBILITY

- 55.1 The HOA and its directors and employees shall not be liable for any injury to any person, damage or loss of any property to whomsoever it may belong occurring or suffered upon the Estate regardless of the cause thereof nor shall the HOA or its directors and employees be responsible for any theft of property or any other loss occurring on the Estate.
- 55.2 Owners shall not have any claim or right of action against the HOA or its directors and employees for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them to the HOA. Owners indemnify the HOA and its directors and employees against all claims contemplated herein.

56.

GENERAL

- 56.1 The HOA and its Directors and employees shall not be liable for any injury or loss or damage of any description which any Owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the communal area or in the individual sections/erf by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the HOA or its Directors of any of the HOA's employees, servants, agents or contractors.
- 56.2 The HOA and its Directors and employees shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.