

LEIGHTON'S ESTATE HOME OWNERS ASSOCIATION

(Constitution Annexure C)

ESTATE CONDUCT RULES

**For all present and future residents, tenants, visitors on the
Leighton's Estate.**

April 2019

(changes to the previous version 2009 marked in red)

LEIGHTON'S ESTATE HOME OWNERS ASSOCIATION

CONDUCT RULES

A. INTERPRETATION

- (1) The clause headings are for convenient reference and shall be disregarded in construing these Rules.
- (2) Unless the context clearly indicates a contrary intention: -
 - (a) The singular shall include the plural and vice versa; and
 - (b) A reference to any one gender shall include the other genders, and
 - (c) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- (3) Words and expressions defined in the Leighton's Estate Home Owners Association Constitution and annexures thereto, shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions.
- (4) When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- (5) Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.
- (6) The Conduct Rules are made by the Trustees and may vary, cancel or modify such rules to ensure that rights, functions and powers entrusted to Trustees, may be aligned with the overall objective of the association and to serve the interest of the association at all times provided such rules have been adopted at a general meeting.
- (7) Leighton's Estate Home Owners Association is abbreviated and referred to as HOA in the conduct rules document.
- (8) Appointed Architect — The Professional Architect/Architectural Firm appointed by the Association to regulate the implementation of the Architectural requirements: currently Jason Erlank Architects, Port Elizabeth.
- (9) Project Architect — The Professional Architect employed by the Property Owner.
- (10) Registered/Professional Architect — A professional architect/architectural firm registered as a member of the South African Council for the Architectural Profession (SACAP).
- (11) The Owner | Property Owner | Purchaser — The person/legal entity that purchases or owns property within the HOA.
- (12) Trustees- Members of the HOA who are appointed as trustees in terms of the Constitution and who has the authority and powers to carry out the HOA main objects and purposes.

B. DIRECTIVES

- (1) The trustees may from time to time issue Directives in connection with any Leighton's Estate Home Owners Association Conduct Rule.
- (2) The Directives shall not be in conflict with the Leighton's Estate Home Owners Association Constitution.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The Trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule
- (4) The Directives shall, by virtue of these Conduct Rules, be binding upon owners and occupiers and shall be strictly adhered to by them.

DISCLAIMER

Any person wishing to enter the HOA and / or make use of the Private Open Spaces or Common Facilities in the HOA, does so at his / her own risk. The HOA and the registered Owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage sustained by any owner, any other person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees and appointees. Without in any manner derogating from the above, all entrants to the HOA make use of the streets thereon, whether public or private, at his / her own risk. Whilst every effort is made to secure and monitor the HOA, registered Owners, all their agents, employees or appointees shall not be deemed to have warranted the safety of any owner or other persons or property (whether moveable or immovable) on the premises of the HOA

INTRODUCTION

1. The rules contained herein have been established in terms of the Leighton's Estate Home Owners Association's Constitution. They are binding upon all owners, as is any decision taken by the Trustees interpreting these rules.

2. These rules have been drawn to be fully applicable to the HOA whether or not entirely established. Conditions of these Rules which refer to facilities not yet provided should only be considered applicable once the facility has been provided.

HOME OWNERS ASSOCIATION (HOA)

3. The main objective of HOA is to promote, advance and protect the communal interest of the owners and occupiers of dwellings in the Leighton's Estate and in particular in so promoting such communal interest to ensure acceptable aesthetic, architectural and environmental standards.

4. Without distracting from any clause and/or conduct rule as per the Constitution, the management activities of the HOA are characterised as being of a policy-making, regulatory, coordinating and evaluating nature

5. HOA should thus become accountable for the overall management of association and must provide leadership to plan, organise, lead, motivate, evaluate and control the activities of the HOA

6. The HOA shall be entitled to recover such expenditure deemed necessary to carry out its role and responsibilities from the HOA by means of levies payable, whether ordinary levies and/or special levies.

ORGANISATIONAL STRUCTURE

7. The HOA functional matrix may provide for the under mentioned portfolio's to be managed, which may be outsourced:

- 7.1. Buildings and Premises.
- 7.2. Finances.
- 7.3. Infrastructure and Environment
- 7.4. General Safety and Security

7.5. General Administration and Aesthetics

OWNER'S RESPONSIBILITIES

8. Should any owner be aggrieved or object to any rule and/ or directive promulgated by the Trustees, such owner may within 7 days of him/ her becoming aware of the rule and/ or directive, in writing, inform the Trustees giving substantiated reasons for their objection.
9. Notwithstanding aforementioned, any rule and/ or directive promulgated will remain enforceable and applicable despite any objection been received. An owner will within 14 working days from date of receipt of such written objection, be informed of the decision taken by the Trustees.
10. A member and/ or occupier shall permit any person duly authorised by the Trustees in writing, at all reasonable hours on notice, to enter his/ her property for the purpose of ensuring compliance to the Constitution and/ or Conduct Rules.
11. A member and owner shall repair and maintain his property and premises and keep it in a clean, neat and sound condition. If a member and owner fail to repair and/ or maintain his property and/ or premises as per design standards and such failure persists for thirty days, after written notice by Trustees to remedy had been served, the Trustees may seek remedial action, which may include but not limited to, the imposition of a fine, legal action to enforce the rules.
12. An owner must ensure that all members of his/ her family and his/ her tenants, boarders, visitors, employees, building contractors, sub-contractors, service providers and persons delivering to their property comply with these Rules, notwithstanding any contrary provision contained in a lease or grant of rights to occupancy.
13. If owners sell or lets their property or any part thereof, they must ensure that the buyer, tenant or boarder is provided with a copy of these rules.
14. Owners may not use their property or any part of the private open spaces or common facilities, or permit it to be used, in any manner or for a purpose that will cause a nuisance or create a disturbance, or that will be injurious to the reputation of the HOA.

USAGE OF DWELLINGS AND STANDS

15. Owners, tenants or occupiers shall use dwelling for residential purposes only, as intended. Any activities that have a commercial nature to include Bed and Breakfast and Guesthouse establishments must have the written permission of the trustees before such activities may commence.
16. All owners, tenants or occupiers of dwelling shall ensure that their respective activity in, and uses of, the common property and of a dwelling or any part thereof, with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners, tenants and occupiers.
17. The HOA shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property
18. An owner, tenant or occupier shall not hold or permit to be held any auction sale in any portion of the premises or display an advertisement to this effect on or outside the buildings or any portion thereof, or on the common property without written consent of the trustees.
19. An owner, tenant or occupier shall not use his dwelling and/ or stand, exclusive area or any part of the common property, or permit it to be used, in such a manner or for such a purpose as shall, at the discretion of the trustees, be deemed to be injurious to the reputation of the building.
20. An owner, tenant or occupier shall not erect a tent or other structures or alter or remove any shrub, tree or plant on Common Property.

LETTING AND OCCUPANCY

21. An owner who concludes a lease agreement in respect of their dwelling or stand shall be obliged to inform the Trustees and Managing Agents of the tenants (lessees) name and contact details using the prescribed tenants and visitors form – Annex. C1.
22. All tenants (lessees) of dwellings and other persons granted rights of occupancy by any owner of the relevant dwelling or stand are obliged to comply with statutory laws and by-laws, as well as constitution and conduct rules notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
23. All tenants of dwellings and other persons granted rights of occupancy by any owner of the relevant dwelling shall not or allow to be caused a noise nuisance, where a noise nuisance means, but is not limited per definition, any sound which disturbs and/ or impairs the convenience and/ or peace of any person as determined at the discretion of the trustees.
24. The owner of a dwelling or his agent shall supply a tenant (lessee) with a copy of these Conduct Rules in accordance with the Constitution, as well as the estate rules short version – Annex. C2 and/ or Directives issued and/ or repealed.
25. An owner shall notify the Managing Agent and/ or Trustees forthwith in writing of any change of occupation.
26. The owner shall ensure that a copy of the Conduct Rules shall be made part of any and all lease and/ or rental agreement(s).
27. For the purpose of this rule, a person who regularly sleeps in a section shall be deemed to permanently reside in that section. Owners of dwellings shall at all times ensure that the number of persons who permanently reside in a dwelling does not exceed a guideline that a 1 (one) bedroom section would be suitable for 2 (two) people, a 2 (two) bedroom unit would be suitable for 4 (four) people and a 3 (three) bedroom unit would be suitable for 6 (six) people. For purposes of this calculation, a balcony and/ or any other area, whether enclosed or not, shall not constitute a bedroom.
28. Notwithstanding any rule and with prior written consent of the trustees, which shall not be unreasonably withheld, the owner and/ or persons granted rights of occupancy by any owner may allow, temporarily additional persons to reside in the dwelling. Any consent given by trustees may be subject to reasonable conditions given at the sole discretion of the trustees.

REFUSE, LITTERING AND CLEANLINESS

29. An owner, tenant or occupier shall maintain a hygienic and dry condition, a receptacle for refuse and stored as Trustees may stipulate from time to time.
30. An owner, tenant or occupier shall ensure that before such refuse is placed in the bin(s) it is securely wrapped, or in the case of tins and/ or other containers completely drained so as not to cause any danger to body when handled.
31. An owner, tenant or occupier shall ensure that no objectionable material (i.e. material not removed by local council), is deposited in receptacles and/ or anywhere on the premises. This includes, but is not limited to, rubble scrap metal, disused machinery, disused spare parts, refuse from building operations, any solid, liquid or gas which is or may become a nuisance or which materially interferes with the ordinary comfort or convenience of the public.
32. An owner, tenant or occupier shall for the purpose of having the refuse collected, to place such receptacle within a refuse collection area or place or are suitable and only at the times as the Trustees may decide.
33. An owner, tenant or occupier shall when the refuse has been collected, promptly return such receptacle(s) to an area so designated or any trustee designated area.
34. An owner, tenant or occupier shall ensure that no receptacles may be stored and/ or left unattended in front of any premises within the HOA.

35. An owner, tenant or occupier shall not deposit, throw, or permit or allow to be deposited or thrown, on open spaces and/ or areas for common use any refuse, rubbish, dirt, food scraps, paper, plastics or any other litter whatsoever.
36. An owner shall be responsible for the general cleanliness, neatness and overall hygiene of his/ her premises (inside and outside), but also as not to damage and/ or harm the reputation of the premises, building and/ or facilities
37. Employees of the HOA are not responsible for removing and/ or collecting refuse and/ or receptacles on behalf of owners or occupants.

NOISE, DISTURBANCE AND GENERAL NUISANCE

38. All owners or occupiers (and their visitors/guests) shall ensure that their respective activities shall at all times be conducted and carried out with reasonable care and with due and proper consideration for other HOA members.
39. An owner or occupier shall not use his property, or permit it to be used, in such a manner or for such purpose as shall cause a nuisance or an unreasonable invasion of privacy of any member of the HOA, as determined at the sole discretion of the Trustees.
40. The volume of music or electronic instruments should be tuned to a level so as not to be heard on adjacent properties.
41. An owner, tenants or occupier (and their visitors/guests) shall not make, produce or cause a disturbing noise, or allow it to be made, produced or caused by any person, animal, machine, device or apparatus or any combination thereof: where a disturbing noise means a noise level that in the discretion of the Trustees is deemed a disturbance and/or nuisance. Notwithstanding afore mentioned, Trustees are empowered, within reasonableness, to determine what is a disturbance and nuisance.
42. Ball games on the common areas are prohibited
43. No skateboards, roller skates or roller blades are allowed on common areas in the HOA
44. The use of power tools, lawnmowers, bush cutters, weed eaters and the like, will only be indulged between normal business hours

SECURITY MEASURES AND HOA SECURITY MEASURES

45. HOA Security:
46. Access Control. The HOA has installed a state-of—the art intercom system and operating costs shall be budgeted for as determined by the trustees. However, should it become apparent from management information reports drawn that an owner exceeds a proportionate allocation, the trustees may recover such additional expenses from the owner(s) concerned
47. Private security. An owner may make use of an accredited security company coupled to armed response, at the owner's expense, presently Calibre Security, St Francis Bay has been accredited.
48. Security perimeter – an electrified fence has been installed around the Estate which will be monitored by armed response.

ROAD-AND VEHICLE USE WITHIN THE HOA

49. Owners, tenants or occupiers and their visitors and guests shall observe all traffic road signs and markings within the HOA
50. The speed limit in the estate is 30km/h
51. No Vehicle may enter the estate carrying more than 8 m3 concrete or having a total capacity in excess of 8 tons.
52. Owners, tenants or occupiers and their visitors and guests shall not drive their vehicles (including motorcycles) in any manner which creates a nuisance or is considered by the Trustees not to be in the

interest of safety. Vehicles that, in the opinion of the Trustees, produce excessive noise will be prohibited from entering the HOA and / or being operational in the HOA

53. Owners, tenants or occupiers and their visitors and guests shall not allow any unlicensed person to drive any vehicle within or on any area of the HOA

54. Owners, occupiers and/or tenants may not park or stand any private and/or commercial vehicle, truck, trailer, boat, caravan, heavy vehicle or similar upon the common and open spaces, or permit or allow any such vehicle(s) to be parked or stood upon the common and open spaces, without the prior written consent of the Trustees

55. Owners, tenants or occupiers and their visitors and guests shall not be permitted to dismantle or effect major repairs to any vehicle inside the HOA or on any portion of the common and/or open spaces or likewise without permission from the Trustees

56. Owners, tenants or occupiers and their visitors and guests shall not be allowed to reside or sleep in a vehicle, garage, trailer and/or caravan on any part of the common and/or open spaces or inside the HOA

57. Owners, tenants or occupiers and their visitors and guests shall adhere to the speed limit at all times

58. Owners, tenants or occupiers and their visitors and guests shall comply with any further Directives issued by the Trustees in respect of this Conduct Rule

59. Owners, tenants or occupiers and their visitors and guests shall note that parking of vehicles of any kind form and/or shape upon the common and/or open spaces is subject to the express condition that every vehicle is parked at own risk and responsibility and that no liability shall attach to the HOA or its Agents or any of their employees for any loss of damage or whatever nature, which the owner, or occupier, or any person claiming through or under the owner, may suffer in consequence of their vehicle having been parked or abandoned on the common and/or open spaces.

60. Any vehicle of any nature or kind standing on common-and/or open spaces without prior written consent of the Trustees, for a period longer than 72 hours, shall be deemed to have been abandoned.

61. Trustees may, cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the vehicle owner, including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked or standing on the common-and/or open spaces in contravention of these Rules and/or Directives issued in this regard.

62. Owners and occupiers of sections shall not allow their visitors, guests, clients, customers, suppliers and employees to park on the common-and/or open spaces on any other place other than so designated parking areas, such parking being specifically indicated and approved by local authorities and Trustees.

63. The Trustees, may, at their discretion, by means of a directive, designate a specific area of the common and/or open spaces where visitors, guests, clients, customers, suppliers and employees may park their vehicles without the need for owners to obtain permission from the Trustees.

64. Note that vehicles are considered to be part of the driveway- and street environment, but not necessarily the dominating factor as vehicles must yield to pedestrians. Pedestrians have right of way.

65. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply in HOA in accordance with Regulations of the Road Traffic Act, Act 75/1984

66. Skateboards, roller blades and similar may not be used on driveways, sidewalks and pedestrian walkways in the HOA.

67. Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users.

68. No unlicensed vehicle or non-roadworthy vehicle will be allowed to use the road or driveway in the HOA and no unlicensed drivers may be allowed to operate on a road.

69. No "veldt" motorcycles, such as scramblers, quad bikes, three wheelers etc. will be allowed to use the driveway/roads if they would not be allowed on a normal public road and must be transported by trailer or by L DV

70 Any transgression on the Road Traffic Act of South Africa, Act 75 of 1984 may be considered to be misconduct in terms of the Code of Conduct and the HOA reserves the right to introduce fines and enforce payment of fines for such misconduct in addition to any fine imposed by the authorities in terms of the Road Traffic Act, Act 75 of 1984

ANIMALS

71. Permission to house any animal, insect, reptile or bird within the HOA shall be obtained from the Trustees only upon a written request and consent being given, and consent shall not unreasonable be withheld. The Trustees are empowered to consider such request on its own merits and with due regard to municipal by-laws and the interests of all other owners. Permission to house an animal may only be given by the Trustees in writing and in so doing they may prescribe any reasonable conditions.

72. Any consent or permission given by the Trustees to house animals may be revoked at any stage by the Trustees, at their sole discretion, within the bounds of realism in the event of any breach of any condition or provision. Such animals are then to be removed from the HOA within a period of 72 hours.

73. Animals must not cause a disturbance at any time. Owners or occupiers shall ensure that their animals, insects, reptiles or birds do not cause harm or injury to any owner or occupier, or damage to their property or to the common —and/or open spaces and shall be responsible for the removal and cleaning of their animals' excrement and urine.

74. Pets shall be leashed and/or properly controlled at all times when on the common-and/or open spaces.

75. Bitches on heat are not allowed anywhere on the common-and/or open spaces.

76. Cats/dogs that have not been spayed or neutered may not use the common-and/or open spaces.

77. Vicious or dangerous animals of any nature may not be kept.

78. Aviaries are not permitted without the prior written consent of the Trustees.

79. An Owner or occupier shall ensure that his animals, when making use of the common-and/or open spaces wear collars bearing tags showing the addresses and telephone numbers of their Owner. Any animal found unaccompanied or unidentified on the common-and/or open spaces or otherwise in contravention of these Rules may be removed by the Trustees. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the Owner or occupier where the animal was accommodated or by the Owner or occupier of the animal concerned. The HOA and the Trustees shall not be liable for any injury to any animal thus removed or for any other loss so incurred by the Owner or occupier or any other person.

SLAUGHTERING AND DRYING OF MEAT

80. No animal, bird or reptile may be slaughtered within the HOA and is strictly forbidden.

81. No meat, skin, fish or carcass may be hung up to dry or to cure within the HOA.

EMPLOYEES

82. Owners or Occupiers shall be responsible for the activities and conduct of their employees and shall ensure that they understand and do not breach any Rules, National Legislation or Local Authority by-law which may affect the reputation of the HOA.

83. Owners or Occupiers shall ensure that their employees do not loiter on the common-and/or open spaces or cause undue noise.

84. Owners or Occupiers shall not request employees of the HOA and/or employees of outsourced service providers, during their working hours, to perform any task for them deemed to be private.

85. Owners or Occupiers shall have no jurisdiction over HOA employees and HOA employees and/or employees of outsourced service providers are not obliged to carry out any instructions received from owners and/or occupiers, except Trustees.

86. Owners or Occupiers shall give their full co-operation to employees of the HOA, Trustees and managing agent and/or employees of outsourced service providers in performing their duties and ensure that their employees comply with the Conduct Rules.

LEVY STRUCTURE AND PROCEDURES

87. Apportionment. Levies, other than cost directly attributable to an Erf, so calculated for collection shall be apportioned in equal shares to owners.

88. Promulgation. Trustees shall at each annual meeting where the estimated income and expenditure is to be considered by members, table a schedule of levies due per member for the ensuing financial year. At the annual general meeting, owners by majority vote, shall pass a resolution as to the adoption of the proposed levies.

89. Levy. Levies are charged per annum by the Managing Agent immediately after the AGM every year.

90. Levy Payment: Levies are payable in advance within 60 days as from date of invoice.

91. Consumption Invoices: The Managing Agent will charge electricity and water consumption as per the individual meters of each house on a three-monthly basis. Such invoices are strictly payable within thirty days.

92. Interest on Arrear Amounts. All levies and consumption invoices due to the HOA are payable as set out above in clause 90. And 91. The trustees may charge maximum interest permissible by law for any overdue amount. After payment terms have lapsed the Managing Agent will send out a reminder to the owners of the then overdue amounts and interest will be charged to owners' accounts till the date the overdue amount was received by the HOA.

93. Debt collection procedures. If after a period of another thirty days the overdue amount has still not been received by the HOA, the account including interest will be handed over to the attorneys for collection. Only the trustees may authorise the reversal of interest charges and/or the reminder fees and/or attorney fees.

94. Direct Deposit into Bank Account: All payments must be made payable to Leighton's Estate Home Owners Association within the specified payment terms.

95. Proving Payment: Proving that a payment had been made remains the owner's sole responsibility. Any and all charges levied due to incorrect referencing, which results in a non-allocation, will be recovered from the owner unless proof to the contrary is provided or a mistake has been made by the bank or such an endorsement is proved to have been made correctly yet erroneously omitted by the Managing Agent.

LEVY STATEMENTS, TAX INVOICES AND OTHER OFFICIAL DOCUMENTS

96. A levy or consumption invoice shall be dispatched to the domicile of the registered owner and/or sent via e-mail as provided in writing by the registered owner.

97. Each owner's domicile citandi et executandi to be used for the forwarding of official documentation must in writing be submitted to the HOA and such address shall be situated in the RSA. Any change of address remains the sole responsibility of the registered owner and shall only be effective when the HOA receives written notification of the change of address.

INSURANCE

98. Each member and owner should insure his property for its full replacement value and Trustees may require proof of insurance. Such insurance shall also provide for professional fees, VAT and demolition costs.

99. The HOA shall insure the private and common areas, assets and amenities for its full replacement value.

BURNING AND OPEN FIRES

100. No burning and/or open fires will be allowed on common areas in the HOA without the explicit consent of the Trustees which may prescribe reasonable conditions.

HAZARDOUS CHEMICAL SUBSTANCES

101. Hazardous chemical substances shall mean any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit (OEL) is prescribed, or where an occupational exposure limit is not prescribed, but which creates a hazard to health.

102. Any member of the HOA or Occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building(s) or on the common-and/or open spaces, which will or may increase the rate of the premium payable by the HOA on any Insurance Policy or which would render void any insurance effected over the HOA property.

103. Notwithstanding the general intention of this rule, the use of inflammatory- and/or hazardous chemical substances —or material, it is the sole responsibility of such owner or occupier to ensure that all statutory requirements for its use is adhered to and proof thereof shall in writing be given to the Trustees without delay of any kind. Should such proof not be provided and/or available, all related activities shall without delay, be terminated and/or suspended by the owner or occupant.

104. Not detracting from the rule, any and all costs incurred to ensure statutory compliance, shall be for the member's account, including maintenance thereof.

105. The member and/or occupier shall be responsible for any additional insurance premium(s) attracted by the HOA, reviewed yearly on the renewal date of the insurance policy, and shall arrange for such insurance and indemnity cover to fulfil the owner's specific obligation thereto.

106. All persons will enter the HOA at their own risk. The HOA shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common-and/or open spaces, its amenities or for any act done or for any omission or neglect, save gross negligence, on the part of the HOA or any of its employees, agents or contractors.

UNSIGHTLY OBJECTS

107. Occupants may not cause or allow any object to be exposed on their property, which could, at the sole discretion of the Trustees, be considered unsightly or detrimental to the appearance of the HOA when viewed from outside the property.

108. A washing line must not be erected, and washing may not be hung out, in such a way that it is visible from a street or common-and/or open spaces/area. Washing lines will be obscured from general public view. No washing may be hung from windows or any part of a building. No washing may be conducted in streams, pools or outside of buildings.

COMPLAINTS, MAINTENANCE AND RESOURCES SUPPORT

109. Should any member of the HOA require assistance from the HOA that would require the use of resources, financial and/or otherwise, such requests to be in writing to the Board of Trustees and/or Managing Agent.

110. Requests to be properly motivated in such a way that Trustees may make an informed decision to render the required assistance and to allocate the appropriate resources.

DESIGN- AND AESTHETIC GUIDELINES

111. Control. The Trustees shall act as an Aesthetic Committee to ensure the general design-and buildings standards are adhered to. The design guidelines-and standards effective at the time of the actual development and building of the scheme, shall prevail. Jason Erlank Architects shall oversee the process as directed by the trustees.

112. Approval and Consent. Any owner shall obtain a written consent from the Trustees before any alterations, renovations, replacements, additions and/or substitutions may be authorised for commencement within the HOA. The application shall be accompanied by plans and/or drawings as well as notes on type of material to be used, colour and style. Notwithstanding consent given, it remains the owner's sole responsibility to obtain municipal approval before work may commence

113. Deviations. Any and all deviations to existing design-and buildings standards shall be motivated to allow for an informed decisions and recommendations to be made.

114. Design Guidelines-and Standards. The design guidelines-and standards effective at the time of the actual development and building of the scheme, shall prevail and have status. Any and all deviations effected shall remain as is and the ruling shall only become effective and applicable for alterations, renovations, replacements, additions and/or substitutions after the adoption of the Leighton's Estate Constitution.

ARCHETICURAL REQUIREMENTS (Annexure A to the LEHOA Constitution) are applicable:

115. Concept. Leighton's Estate is located in a prime position overlooking St Francis Bay. A quality development is envisaged, incorporating:

- Unique contemporary design
- Integrated landscaping
- Creation of a secure estate lifestyle
- Maximization of north aspect and views
- Respect for neighbouring structures

116. Design Philosophy. "Contemporary St Francis Bay" incorporating angled roofs, white walls, use of stone cladding, charcoal window and door frames, Balau decks, court yards, stainless steel/timber balustrading and staircases and rim-flow pools. A Bali influence is envisaged in line with the existing dwelling.

LANDSCAPING GUIDELINES

117. Intent. Notwithstanding the requirements of the Local Authority Zoning Scheme Regulations and the National Building Regulations, the landscaping theme of 'Residential- in a Park-like Setting' will greatly impact on its acceptance as being an upmarket Development. Individual property owners can contribute to achieving this upmarket status by following through with attractive landscaping of their own initiative on their sites. Whereas minimum landscaping requirements have been provided, property owners are encouraged to achieve the theme of 'a Park-like Setting' by exceeding these standards.

118. Minimum Landscaping Requirements. The ethic of trying to create landscapes that flow from one site to the next is encouraged, and owners are required to demonstrate the extent to which the landscaping of a site takes cognisance of adjacent dwellings.

119. Natural Features & Special Site Conditions. Where possible, the building design should recognise and incorporate the natural features of the site (existing trees, topography, position etc). Particular attention must be given to prominent sites if identifiable, as well as to the natural definition of site entries, walkways and driveways. Focal points within the site may also be created through the use of landscaping and other elements (defined seating gardens, fountains/water features, etc). Where they are not occupied by roads, parking or buildings, the sides of properties are to be planted up as buffers, with appropriate access allowed for maintenance to take place.

120. Planting and Trees. To provide an overall 'green foreground' to individual premises and/or developments is strongly encouraged.

121. Installations & Maintenance. All planted areas must be maintained in healthy condition. Any trees or bushes that die or become diseased must be replaced with a similar species of similar size. No trees, plants or lawn on common areas may be removed by the owner or tenant of a property.

APPROVAL FOR CHANGES TO PREMISES AND/OR BUILDINGS

122. Decisions, recommendation by Trustees. The decisions of the Trustees and/or their Appointed Architect are subject to appeal. Should an owner or Project Architect feel aggrieved by the decision of the Trustees and or their Appointed Architect, they should apply in writing within 7 days for a review of such decision with adequate motivation. Thereafter, the decision of the trustees shall be final.

The Trustees and/or their Appointed Architect evaluates only the aesthetics of a submission and takes no responsibility for compliance or non-compliance with technical, structural, health or safety standards or for compliance or non-compliance with the Local Authority Zoning Scheme Regulations, Statutory or National Building Regulation requirements. The HOA may appoint additional technical advisors to assist in evaluating specific submissions.

123. Approval fees. To be paid to the appointed Architect.

FIREWORKS AND FIREARM USE

124.. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in the HOA. As the discharge of fireworks has been prohibited by bylaw, criminal charges will be brought against any perpetrator. An immediate minimum fine of RI ,500.00 will be levied.

125. No firearms, pellet guns, air guns or any other device, which could cause bodily harm or damage to property, may be discharged within the HOA, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

126. Events organised by the HOA or approved by the Board of Trustees, may, after due consultation with all parties involved, include the usage or display items, such as laser but under no circumstances explosive devices of any nature.

LEASE-OR RENT OF DWELLINGS

127. The consent in writing of the Association must be obtained prior to the renting/leasing of any dwelling if for a period of less than six (6) months, which consent, subject to all dues being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. A clearance letter must be obtained from the Association to this effect.

128. Lessees must be of suitable standing befitting the HOA and the names of such lessees must be provided to the Association along with the request for permission to lease and a statement as to the duration of the lease. (The names are required for control purposes and liaison if needed).

129. An owner shall ensure that the Conduct Rules are part of any lease-and/or rental agreement and that lessees acknowledge receipt of such conduct rules. Any changes and/or amendments and/or directives by the Trustees must be communicated to the lessees and remains the sole responsibility of the owner.

130. The Owner must inform the lessees of the rules of the HOA, and must take note that any contravention of the rules by a lessee shall be deemed to be a contravention by the owner.

131. The Trustees reserve the right to instruct that all leases are to be carried out through Leasing Agencies accredited to the Association, using the Association's lease agreement.

CLEARANCE AND OTHER CERTIFICATES

132. The Managing Agent may not issue a clearance certificate or any other certificate required for purposes of the transfer of a property if the offer to purchase does not contain a clause binding the purchaser to the provisions of the Constitution and Conduct Rules.
133. The Managing Agent may not issue a clearance certificate or any other certificate required if all monies due to HOA have not been paid.
134. The Managing Agent may not issue a clearance certificate or any other certificate required if there has been a breach of any of these Rules or of the Constitution that has not been remedied, or for the remedying of which provision has been made, to the satisfaction of the Trustees.
135. In terms of any alterations, renovations, replacements, additions and/or substitutions as contained in the design guidelines, no consent certificates will be issued to allow work to commence and/or any related work, unless the proposed alterations, renovations, replacements, additions and/or substitutions had been approved in writing by the Trustees.
136. Depending on the scope of work to be undertaken, the Trustees may request that a building deposit, to be determined at the sole discretion of the Trustees, be deposited into the bank account of the HOA or into an interest-bearing account so determined, to allow for any unforeseen costs the HOA could be liable for in the event of any default. Upon successful completion of the project, such deposit and interest if applicable shall be refunded. Such a deposit may be made a condition of consent to be given by Trustees when approving any alterations, renovations, replacements, additions and/or substitutions or plans.

SANCTIONS AND IMPOSITION OF FINES

137. As per the HOA Constitution, the Trustees reserve the right to impose a fine for the contravention of the HOA Constitution and/or Conduct Rules (as may be amended).
138. If the conduct of an owner or occupier or his visitors or guests constitutes a nuisance in the opinion of the Trustees, or if an owner, occupier or visitor contravenes, breaches, disobeys or disregards the HOA Constitution and/or Conduct Rule and/or Directive, the Trustees may furnish the owner and occupier with a written notice which may in the discretion of the Trustees be delivered by hand, telefax, e-mail or by registered post. In the notice the particular conduct, which constitutes a nuisance, or non-compliance, must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the owner.
139. If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
140. A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the duly constituted trustee meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of and/or voting at the meeting. At the meeting the owner and occupier must be given the opportunity to present his or her own case, present any evidence, including calling of witnesses, to substantiate his or her case, cross-question any witnesses called on behalf of the HOA and/or disclosure of any relevant documents.
141. After the owner or occupier has been given the opportunity to present his case, the Trustees may by way of a majority vote, (51% of a quorum), impose an initial fine for the first offence and/or a subsequent fine for any repeated contraventions thereafter.
142. The offending party will be notified in writing of the decision taken and may lodge an appeal in writing within 7 days of the finding, stating their reasons for such an appeal. The Trustees will review the appeal and notify offending party within 7 days of receipt of appeal of appeal outcome.

143. Any fine imposed in terms of the Conduct Rules, may if it is not paid within 14 (fourteen) days after the offender has been notified in writing of the imposition of the fine, be added to the owners levy account or contribution which an owner is obliged to pay in terms of levies due, subject to interest at the rate of prime plus two percent and subject to the recovery of all legal fees from the defaulting owner to recover all outstanding contributions due to HOA.

144. The Trustees reserve the right to consent to the payment of fines in instalments subject to interest at the rate of prime plus two percent being added at the sole discretion of the Trustees.

145. As a guideline, the amount of the fines which might be imposed will, at the Board's discretion, vary broadly between the general scale listed below:

| Contravention | First Contravention or Initial Fine | Second Contravention and/or repeated contraventions and subsequent fines |
|---|-------------------------------------|--|
| Non-compliance to Constitution, Rules and/or Directives without intent or malice | R350-00 | R1,000-00 |
| Wilful, purposeful and blatant disregard of Constitution, Rules and/or Directives | R1,500-00 | R5,000-00 |
| Contravention of Constitution, Rules and/or Directives without intent and of a technical nature or proper consideration | R1 00-00 | R700-00 |

RELAXATION OF CONDUCT RULES

146. No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

147. The Trustees may in special circumstances grant an indulgence, waiver or relaxation of any Conduct Rule, which shall be given in writing, signed by two (2) Trustees, one being the Chairperson, and which may be made subject to conditions stated therein and may be rescinded by the Trustees at any time in their sole discretion.

148. Any existing practices in conflict with new rules shall cease immediately within the bounds of realism, unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing rule or deemed common practice, and an owner feels legitimately aggrieved, the Trustees may in writing be approached so that consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled.

Any decision resulting from such consideration shall be entirely at the Committee member's discretion and their decision is the final interpretation of the rules and its application and shall be binding on all parties.

THIS DONE AND SIGNED AT ST FRANCIS BAY THIS th DAY OF APRIL 2019

CHAIRPERSON:

Trustee:

LEIGHTON'S ESTATE HOME OWNER ASSOCIATION (LEHOA)
TENANTS AND VISITORS FORM (Annex. C1 to the Conduct Rules)

Please use water sparingly, you are in a water scarce country!

All tenants / visitors to any plot on the estate without the owners being in residence, will be requested to please complete this form and submit it to the Secretary of LEHOA by fax (0027) (0)42 293 1111 or by e-mail to jannel@jvpm.co.za and/or the Chairman by fax (0027) (0)42 2940 525 or by e-mail hrrermannjagau@racomp.co.za

ERF/Plot No:

Name / names of all tenants / visitors:

.....

Start of lease / length of visit:

.....

Number(s) of gate tag (s) received:

.....

We, hereby confirm that we received a copy the LEHOA Conduct Rules – short version and that we will abide to these rules.

Signed at this day of of 2019

Signature(s)

I the owner of plot No confirm hereby that my visitors and tenants are covered by my insurances.

Signed at this day of of 2019

Signature of owner:

LEIGHTON'S ESTATE HOME OWNER ASSOCIATION - LEHOA

ESTATE RULES - SHORT VERSION (Annex. C2 to the Conduct Rules)

for any invitees, occupiers and/or tenants of any Erven of the Leighton's Estate

Please save water – you are in a water scarce country!

- 1) Disclaimer - Any person wishing to enter the LEHOA and to make use of the roads thereon, whether private or public, does so at his/her own risk. The LEHOA and the registered owners, their agents, employees and appointees shall not be liable for any injury, loss or damage sustained by any person or property arising from any cause whatsoever.
- 2) General Speed limit in the Estate is 30 km/h.
- 3) Please STOP when entering and/or leaving the Estate till the gate has closed behind you.
- 4) Please don't do anything which, in the opinion of the Trustees, is noisome, injurious, objectionable or detrimental or a public or private nuisance or a source of damage or disturbance to any member, tenant or occupier of any Erf in the Estate.
- 5) The volume of music or electronic instruments should be turned to a level so as not to be heard on adjacent properties.
- 6) Do not damage or destroy trees, vegetation and landscaping on private open areas of the Estate.
- 7) No open fire or braai vleis is allowed on any private open areas of the Estate.
- 8) No dogs or other animals are allowed on the Estate.
- 9) Ball games are prohibited on the private open areas, roads and other Erven on the Estate.
- 10) No skateboards, roller skates or roller blades are allowed on the roads of the Estate.
- 11) The use of power tools, lawnmowers, bush cutters, weed eaters and the like will only be allowed between normal business hours.
- 12) Invitees, occupiers and/or tenants shall comply with any further directives issued by the LEHOA Trustees in respect of conduct on the Estate.

Enjoy your stay at our beautiful Leighton's Estate!

A full version of the Leighton's Estate Conduct Rules is available upon request

LEIGHTON'S ESTATE HOME OWNER ASSOCIATION (LEHOA)

PROXY FORM (Annex. C3 to the Conduct Rules)

I, we.....the undersigned,
being the registered owner(s) for or duly authorized representative/s of the registered
owner/s of ERF/ERVEN.....
and being a paid-up member of the LEHOA hereby appoint:

1.

as my proxy to attend, speak and vote on my behalf at the LEHOA annual general meeting
to be held on the and at any adjournment thereof.

Signed at on this day of..... 2019

Signature

Accepted by

Signed at on this day of 2019

Signature

This proxy form must be received by the Secretary of LEHOA not later than 48 hours prior to the meeting by fax (0027) (0)42 293 1111 or by e-mail to jannel@jvpm.co.za and/or to the Chairman by fax (0027) (0)42 2940 528 or by e-mail to hermannjagau@racomp.co.za